

MARGARET DONNELLAN TODD
COUNTY LIBRARIAN

December 6, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AWARD OF LANDSCAPE AND GROUNDS MAINTENANCE SERVICES AGREEMENT
FOR PUBLIC LIBRARY (AREA 4)
(DISTRICTS 1, 2 and 3) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Make a finding that services can be performed more economically by an independent contractor.
2. Approve and instruct the Chair to sign the attached Agreement with Sepco Earthscape, Inc. for a term of three (3) years, with two (2) one year renewal options and month-to-month extensions, not to exceed a total of six (6) months at an annual cost of \$39,645 for provision of landscape and grounds maintenance services in the Public Library's Landscape and Grounds Maintenance Area 4. This Agreement shall become effective upon your Board's approval or January 1, 2006, whichever is later.
3. Authorize the contractor to proceed with the work in accordance with the specifications, terms, conditions, and requirements of the Agreement.
4. Authorize the County Librarian to sign Agreement modifications created by increases or decreases in the number of facilities over the term of the Agreement, to exercise the renewal options and month-to-month extensions not to exceed six months under the terms of the Agreement at her sole discretion, and to increase the contract sum, not to exceed twenty percent (20%) of the total contract sum for a particular contract year based on an increase in unanticipated work.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This is to recommend that the Board approve the award of a contract for landscape and grounds maintenance services to Sepco Earthscape, Inc. (Sepco) as part of a continuing effort by the Department to provide the best possible service to the public at the lowest responsible cost. This recommendation is submitted based upon a finding that the provision of landscape and grounds maintenance services for the affected County facilities can be performed more economically by an independent contractor.

The recommended contract award is needed to continue the provision of landscape and grounds maintenance services at ten libraries located in the Public Library's Landscape Area 4 as detailed in Attachment A. The current contract is with Sepco Earthscape, Inc. and will expire on December 31, 2005.

Implementation of Strategic Plan Goals

Approval of the recommended award is consistent with the County's Strategic Plan in the areas of service excellence, fiscal responsibility, and organizational effectiveness.

FISCAL IMPACT/FINANCING

The recommended contractor's annual cost of \$39,645 represents a cost savings of \$11,255 (22%) over the estimated County cost (including start-up costs) to perform similar services for the first year. The attached cost savings (Attachment B) are calculated based on the Revised Proposition A Contract Cost Format developed by the County Auditor-Controller's guidelines. The proposed contract does not include any cost-of-living increases.

The cost for this contract will be paid from existing funds included in the Department's operating budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Under the provisions of Section 2.121.250 through Section 2.121.420 of the Los Angeles County Code as amended, proposals were solicited for the provision of landscape services in the Public Library's Landscape and Grounds Maintenance Service Area 4. All requirements of County Code Section 2.121.380 have been met and there is no conflict of interest. On final analysis and consideration of an award, the recommended contractor was selected without regard to gender, race, color, creed, or national origin.

This contract is in compliance with the mandatory living wage requirements as set forth in Los Angeles County Code Chapter 2.201 (Living Wage Program). The recommended contractor has certified that it will comply with all terms, conditions, and requirements of the County's Living Wage Program and agrees to pay its full-time employees providing County services a living wage. In addition, the recommended contractor agrees to notify and assist its employees with the Federal Earned Income Tax Credit application process; is required and has agreed to consider qualified GAIN/GROW participants for employment openings; and agrees to comply with the Jury Service Ordinance and the Safely Surrendered Baby Law.

The contract includes all currently required provisions and has been properly executed by the recommended contractor. County Counsel has approved this contract as to form.

CONTRACTING PROCESS

On August 10, 2005, proposals were solicited from the Public Library's proposers list (Attachment C), which includes contractors listed on the County's Office of Affirmative Action Compliance Community Business Enterprise (CBE) Database. Advertisements were placed in the Los Angeles Times, The Sentinel, and a chain of bilingual community ethnic newspapers published by The Eastern Group. The solicitation information was also made available to prospective contractors on the Internet through the Office of Small Business web site. The CBE information is summarized in Attachment D.

The mandatory proposer's conference was held on September 1, 2005, with seven potential proposers in attendance. Contractors were informed of the County's Living Wage Program and Contractor Responsibility and Debarment provisions. The Public Library reviewed and evaluated three proposals. Proposals were rated on the following criteria: proposer's qualifications; proposer's approach to providing required services; and cost. The Public Library has reviewed available resources to assess the recommended contractor's past performance, history of labor law violations, and any negative experiences with County contracts.

The Department determined, through the Request for Proposals process, that these services can be performed more economically by an independent contractor and recommends awarding a contract to Sepco Earthscape, Inc. The recommended contractor was the highest ranked overall, and had the lowest cost.

Sepco will pay its employees a living wage of not less than \$9.46 per hour. Sepco also provides employees with paid holidays and five days of paid annual vacation. The Proposition A Contracting – Employee Wages & Benefits form summarizing and comparing the Contractor's wages and benefits to those of the County is attached (Attachment E).

The Honorable Board of Supervisors
December 6, 2005
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IMPACT ON CURRENT SERVICES

Award of this contract will allow the Public Library to continue receiving landscape and grounds maintenance services without interruption to the affected library facilities.

CONCLUSION

The landscape and grounds maintenance services provided under the recommended contract are essential to Public Library operations at the affected facilities.

Please return a conformed copy of the adopted Board Letter and the Agreement to the Public Library and Office of the County Counsel, Attention: David Beaudet, 201 Centre Plaza Drive, Suite 1, Monterey Park, CA 91754. In addition, please return two fully conformed copies of the agreement with original signatures to the Public Library.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Margaret Donnellan Todd", with a stylized flourish at the end.

Margaret Donnellan Todd
County Librarian

MDT:DF:RG:TVF:jm

Attachments

U:\COMMON\BORDLTRS\LANDSCAPE AREA 4\Landscape Area 4 - Board Letter.DOC

- c: Chief Administrative Office
County Counsel
Executive Office, Board of Supervisors
Auditor-Controller
Office of Affirmative Action Compliance

COUNTY OF LOS ANGELES PUBLIC LIBRARY

Landscape and Grounds Maintenance Services Area 4 Libraries

First District

Graham Library

Second District

Culver City Library
Florence Library
Hawthorne Library
Holly Park Service Center
Lennox Library
View Park Library
Wiseburn Library
Woodcrest Library

Third District

West Hollywood Library

Fourth District

None

Fifth District

None

County of Los Angeles Public Library
County's Estimated Avoidable Costs Compared To The Contractor's Costs
Ground Maintenance Services - Area 4

Attachment B

County Cost

Direct

Salaries

Position	Monthly Salary (1)	No. of Positions	No. of Months	Total
Ground Maintenance Supervisor	3,529.82	0.07	12.00	2,881.49
Ground Maintenance Worker II	2,864.00	0.33	12.00	11,222.20
Ground Maintenance Worker I	2,560.64	0.33	12.00	10,033.53
		0.72		24,137.22
Less Salary Variance	3.4077%			(822.52)
Sub-Total Salaries				23,314.69
Employee Benefits	44.829%			10,451.63
				33,766.32

Services & Supplies

	Monthly Cost	No. of Months	Total
Uniform	10.69	12.00	128.28
Supplies (burlap bags)	17.16	12.00	205.95
Fuel	300.00	12.00	3,600.00
Total Services & Supplies			3,934.23

Description	Monthly Cost	No. of Months	Total
Equipment - Ongoing	280.00	12.00	3,360.00
Equipment - One-Time Start Up (2)			9,839.84
Total Equipment			13,199.84

Indirect

Avoidable Overhead 0.00

Total Estimated Avoidable Costs \$ 50,900

Contracting Costs

Direct

Contract Cost \$ 39,645

Indirect Cost

Contract Monitoring 0

Total Contract Costs \$ 39,645

Estimated Savings from Contracting \$ 11,255
(Avoidable Costs Less Contract Costs) 22%

\$ 11,255

PUBLIC LIBRARY
GROUND MAINTENANCE SERVICES-Area 4
COUNTY VS. CONTRACTOR COSTS
Contractor - Sepco Earthscape Inc.
By Category

Costs by Category		County	Contractor	Difference
STAFFING:				
	Supervisor	0.07	1.00	(0.93)
	Working Supervisor	0.33	1.00	(0.67)
	Grounds Maintenance Worker	0.33	1.00	(0.67)
TOTAL STAFFING		0.73	3.00	(2.27)
S & EB				
	Salaries	\$23,315	\$13,608	\$9,707
	Payroll Tax/Insurance	\$0	\$4,428	(4,428)
	Employee Benefits	10,452	0	10,452
TOTAL S & EB		\$33,766	\$18,036	\$15,730
SERVICES AND SUPPLIES				
	Supplies & Material	\$206	\$3,000	(\$2,794)
	Uniforms	128	0	128
	Telephone/Utilities	0	1,440	(1,440)
	Fuel	3,600	7,440	(3,840)
TOTAL S & S:		\$3,934	\$11,880	(\$7,946)
EQUIPMENT				
	Equipment - ongoing	\$3,360	\$2,400	\$960
	Equipment - one time startup	9,840	0	9,840
TOTAL EQUIPMENT:		\$13,200	\$2,400	\$10,800
TOTAL SERVICES/SUPPLIES/EQUIPMENT		\$17,134	\$14,280	\$2,854
General Liability/Auto Insurance		0	960	(960)
General Accounting/Bookkeeping		0	600	(600)
Management Overhead		0	3,000	(3,000)
Other		0	0	0
PROFIT		0	2,769	(2,769)
TOTAL COUNTY VS. CONTRACT COSTS		50,900	39,645	11,255

PUBLIC LIBRARY
GROUND MAINTENANCE SERVICES
AREA 4
CONTRACTOR'S PROPOSED COSTS BY CATEGORY
SEPCO EARTHSCAPE INC.

Salaries	Position	Full Time Equivalent	Hourly Rate/monthly Rate	Total
Supervisor		0.06	\$15.00	1,800
Working Supervisor		0.28	11.00	6,336
Ground Maintenance Worker		0.28	9.50	5,472
	Total Salaries:			\$ 13,608
Payroll Tax & Insurance		12	369	\$ 4,428
Total Salaries and Employee Benefits				\$ 18,036
Equipment		# of Months	Cost/Month	Total
	Vehicle	12	150	1,800
	Office equipment	12	50	600
			Total Equipment	2,400
Services and Supplies				
	Supplies & services	12	250	3,000
	Telephone/Utilities	12	120	1,440
	Gasoline	12	620	7,440
			Total S & S	11,880
Total Equipment Services and Supplies				\$ 14,280
General Liability Insurance/Policy		12	80	\$ 960
General Accounting/Bookkeeping		12	50	\$ 600
Management Overhead (Salary, Taxes, Uniforms)		12	250	\$ 3,000
Profit		12	231	\$ 2,769
CONTRACTING COSTS				\$ 39,645

County of Los Angeles Public Library
County's Estimated Avoidable Costs Compared To The Contractor's Costs
Ground Maintenance Services - Area 4

1) Annual salaries have been calculated according to salary schedule effective on 1/1/05.

2) Items utilized for the avoidable cost from agreement vendor's canvassed quotes by the Procurement Section:

1 ton stake bed truck per ISD fleet	\$27,319.50
New Tru power edger	159.00
Chainsaw	178.50
Weed eater	167.00
Grainger	144.45
Tanaka 2.5 HP backpack air blower	427.05
Miscellaneous garden tools	881.77
36" commercial mover	242.25
Sub-total	<u>\$29,519.52</u>
Total	<u><u>\$29,519.52</u></u>
Cost spread over three-year life	<u><u>\$9,839.84</u></u>

Garden & Lawn Services

ACCENT LANDSCAPE INC.

Robert Isumo
P.O. Box 3550
Gardena, CA 90247-7260
Bus: (310) 324-1706
Fax: (310) 532-3314
CBE Participation: MBE
Ethnicity: Asian/Pacific Islander

INTERNATIONAL ENVIRONMENTAL CORPORATION

Henry Cespedes
P.O. Box 4218
Panorama City, CA 91412-4218
Bus: (818) 892-9341
Fax: (818) 997-0938
CBE Participation: MBE/DBE
Ethnicity: Hispanic

APPLE'S TRACTOR SERVICE

Marcia Herrera
P.O. Box 354
Norwalk, CA 90651-0354
Bus: (562) 868-1755
Fax: (562) 864-2929
CBE Participation: WBE

MARIPOSA HORTICULTURAL ENTERPRISES, INC.

Larry Rudd
15529 Arrow Highway
Irwindale, CA 91706
Bus: (626) 960-0196
Fax: (626) 960-8477
CBE Participation: MBE/WBE
Ethnicity: Hispanic

AZTECA LANDSCAPE

Angelica Farias
1910 South Archibald Avenue
Suite N
Ontario, CA 91761
Bus: (909) 673-0889
Fax: (909) 673-9192
CBE Participation: MBE/WBE
Ethnicity: Hispanic

NAKAE & ASSOCIATES

Russell Nakae
11159 Jeffrey Road
Irvine, CA 92602
Bus: (949) 786-0405
Fax: (949) 786-2585
CBE Participation: MBE/DBE
Ethnicity: Asian/Pacific Islander

FAR-EAST LANDSCAPE AND MAINTENANCE

Tony Moon
P.O. Box 950351
Mission Hills, CA 91395
Bus: (661) 297-0918
Fax: (661) 297-6282
CBE Participation: MBE
Ethnicity: Asian/Pacific Islander

PAN AMERICAN LANDSCAPING, INC.

Linda Ruggeri
4570 Van Nuys Blvd. #284
Sherman Oaks, CA 91403
Bus: (818) 766-1966
Fax: (818) 766-1682
CBE Participation: MBE/WBE
Ethnicity: Hispanic

Garden & Lawn Services

TOYO LANDSCAPING CO.

Francis Ohshita
764 N. Cypress Street
Orange, CA 92867
Bus: (714) 633-5200
Fax: (714) 633-5033
CBE Participation: MBE
Ethnicity: Asian/Pacific Islander

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
LANDSCAPE AND GROUND MAINTENANCE SERVICE - AREA 4**

Attachment D

COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION SUMMARY

Contractor	Sepco Earthscape, Inc.	Toyo Landscaping Co.	Bennett Landscape
Total Number of Employees in Firm	20	12	95
Owners/Partner/Assoc. Partners			
Black/African American			
Hispanic/Latin American			
Asian or Pacific Islander		1	
American Indian			
Filipino			
White	2		1
Total	2	1	1
Women (should be included in counts above and also reported here separately).	1	0	0
Managers			
Black/African American			
Hispanic/Latin American		4	2
Asian or Pacific Islander			
American Indian			
Filipino			
White		1	2
Total		5	4
Women (should be included in counts above and also reported here separately).		0	1
Staff			
Black/African American			2
Hispanic/Latin American	18	6	85
Asian or Pacific Islander			1
American Indian			
Filipino			
White			2
Total	18	6	90
Women (should be included in counts above and also reported here separately).	0	0	5
Percentage of Ownership			
Black/African American			
Hispanic/Latin American			
Asian or Pacific Islander		100%	
American Indian			
Filipino			
White	100%		100%
Total	100%	100%	100%
Women (should be included in counts above and also reported here separately).	50%	0%	0%
Current Certification as Minority/Women-Owned Firm			
State of California	*	*	*
City of Los Angeles	*	*	*
Federal Government	*	*	*
County of Los Angeles	*	*	*

*Did not provide information on CBE form.

Figures are based on information received from bidders on their proposals. Therefore, some columns may not add to the correct totals.

**PROPOSITION A CONTRACT
EMPLOYEE WAGES & BENEFITS
PUBLIC LIBRARY**

LANDSCAPE & GROUNDS MAINTENANCE – AREA 4

The proposed contract would reduce the County's cost to provide landscape and grounds maintenance services by an estimated \$ 11,255 (22 %) based on Auditor-Controller guidelines for cost comparison. Additional information on contractor employees' wages and benefits is provided below.

COMPARISON OF WAGES

<u>Position</u>	<u>County</u>	<u>Contractor</u>
Supervisor	\$20.29 per hour	\$15.00 per hour
Working Supervisor	\$16.46 per hour	\$11.00 per hour
Laborer	\$14.72 per hour	\$9.50 per hour

CONTRACTOR EMPLOYEE BENEFITS

Benefit

Health Insurance	No
Retirement Plan	No
Dental Plan	No
Holidays	10 paid days per year
Sick Leave	0 paid days per year
Vacation	5 paid days per year
Life Insurance	No
Other	None

Contractor Health Plan Information

None



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

SEPCO EARTHSCAPE, INC.

FOR

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES

AREA 4

**CONTRACT PROVISIONS
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES – AREA 4**

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CONTRACT
CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
SEPCO EARTHSCAPE, INC.
FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
AREA 4

This Contract and Exhibits made and entered into this ____ day of _____, 2005 by and between the County of Los Angeles, hereinafter referred to as County and _____, hereinafter referred to as Contractor. _____ is located at _____.

RECITALS

WHEREAS, the County may contract with private businesses for Landscape and Grounds Maintenance Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Landscape and Grounds Maintenance Services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract Landscape and Grounds Maintenance Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, and L are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Contractor's Proposal Sheet
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Jury Service Ordinance
- 1.8 EXHIBIT H - Safely Surrendered Baby Law

Unique Exhibits:

Prop A - Living Wage Program

- 1.9 EXHIBIT I - *Living Wage Ordinance*
- 1.10 EXHIBIT J - *Monthly Certification for Applicable Health Benefit Payments*
- 1.11 EXHIBIT K - *Payroll Statement of Compliance*

Health Insurance Portability & Accountability Act (HIPAA) Agreement

- 1.12 EXHIBIT L - Contractor's Obligation Under HIPAA

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.4 - Change Notices and Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Call Back:** Emergency services that shall be addressed by the Contractor within a 2 hour time frame of notification.
- 2.2 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.3 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.4 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.5 **County:** County of Los Angeles.
- 2.6 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.
- 2.7 **County Librarian:** Department Head has the authority to sign change notices, amendments and implement non-performance remedies.
- 2.8 **County Contract Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.9 **County Contract Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.

- 2.10 **Day(s):** Business day(s) unless otherwise specified.
- 2.11 **Facility (facilities):** Library location.
- 2.12 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.13 **Library:** County of Los Angeles Public Library.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement of Work, Exhibit A*.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be for a period of three (3) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the option to extend the Contract term for up to two (2) one-year options, and/or thereafter, on a month-to-month extension not to exceed a total of six (6) months. Each option year and/or month-to-month extension not to exceed six (6) months maybe exercised at the discretion of the County Librarian who has the delegated authority to extend the term on a month-to month extension not to exceed a total of six (6) months at end of term or option years. Current rates, terms, and conditions shall remain in effect.
- 4.3 Contractor shall notify County when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written

notification to County at the address herein provided in *Exhibit E - County's Administration*.

5.0 CONTRACT SUM

- 5.1** The maximum contract sum under the terms of this Contract shall be the total monetary amount payable by County to Contractor for provision of the Services specified herein in accordance with Exhibit C, Contractor's Proposal Sheet, and shall not exceed \$39,645 for each year of this Contract.

Contractor will be paid the contract fee of \$3,303.75 in twelve (12) equal monthly installments, approximately forty-five (45) business days after submission of invoices. Approval of invoices submitted will be subject to auditing requirements of the County. The County agrees to compensate the Contractor for call-back and as-needed services which have been approved by the County Contract Project Director or his/her designee. The County shall pay the Contractor for these services at the rates set forth in Contractor's proposal referenced herein above.

- 5.2** The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

- 5.3** Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, Contractor shall send written notification

to the County of Los Angeles Public Library at the address herein provided in *Exhibit E – County's Administration*.

5.4 No Payment for Services Provided Following Expiration/Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in *Exhibit B – Pricing Schedule*, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with *Exhibit B – Pricing Schedule*.

5.5.3 The Contractor's invoices shall contain the information set forth in *Exhibit A – Statement of Work* describing the tasks,

deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

- 5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

Prop A – Living Wage Program:

No invoice will be approved for payment unless the following is included:

- ***Exhibit J – Monthly Certification for Applicable Health Benefit Payments (if applicable)***
- ***Exhibit K – Payroll Statement of Compliance***

- 5.5.5 For authorized work designated as “Additional Work”, payment shall be based on Contractor’s proposal for the work contemplated. County shall authorize said work based upon Contractor’s proposal and thereafter Contractor shall submit an invoice to County, in all respects satisfactory to the County’s Project Director, that shall be for the actual work completed. Said invoice shall not be in excess of ten percent (10%) of the approved proposal. In the event that Contractor’s proposal is not approved, the County’s Project Director reserves the right to perform such work with County forces, or to contract with a third party of such work.

- 5.5.6 All invoices under this Contract shall be submitted in two (2) copies to the following address:

County of Los Angeles Public Library
Contracting Unit

Contract Services Coordinator
7400 East Imperial Highway, Room 206
Downey, California 90241-7011

- 5.5.7 **County Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the County’s Project Manager prior to any payment

thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than 45 business days from receipt of properly prepared invoices by the County.

- 5.5.8 Payment to Contractor will be made in arrears on a monthly basis for services performed provided that the Contractor is not in default under any provision of the contract. Invoices will be compared against terms outlined in the contract.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following Sub-paragraphs are designated in *Exhibit E – County's Administration*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.4, Change Notices and Amendments; and
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

- meeting with Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.3 County's Contract Project Monitor

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 Contractor's Project Manager is designated in *Exhibit F – Contractor's Administration*. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager and Project Monitor on a regular basis.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager.

7.3 Contractor's Staff Identification

7.3.1 Contractor shall provide all staff assigned to this Contract with a photo identification badge in accordance with County specifications. Specifications may change at the discretion of the County and Contractor will be provided new specifications as required. The format and content of the badge is subject to the County's approval prior to the Contractor implementing the use of the badge. Contractor staff, while on duty or when entering a County facility or its

grounds, shall prominently display the photo identification badge on the upper part of the body.

7.3.2 Contractor shall notify the County within one business day when staff is terminated from working on this Contract. Contractor is responsible to retrieve and immediately destroy the staff's County photo identification badge at the time of removal from the County Contract.

7.3.3 If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy the Contractor's staff's County photo identification badge at the time of removal from working on the Contract.

7.4 Background and Security Investigations

7.4.1 At any time prior to or during term of this Contract, the County may require that all Contractor staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

7.4.2 County may request that Contractor's staff be immediately removed from working on the County Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County conducted background clearance.

7.4.3 County may immediately deny or terminate facility access to Contractor's staff who do not pass such investigation(s) to the satisfaction of the County whose background or

conduct is incompatible with County facility access, at the sole discretion of the County.

- 7.4.4 Disqualification, if any, of Contractor staff, pursuant to this Sub-paragraph 7.4, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.0 STANDARD TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

- 8.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the County Librarian. Any unapproved assignment or delegation shall be null and void. Any payments by the County of Los Angeles Public Library to any approved delegate or assignee on any claim under this Contract shall be deductible, at the County of Los Angeles Public Library's sole discretion, against the claims, which the Contractor may have against the County.
- 8.1.2 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County of Los Angeles Public Library's express prior written approval, may result in the termination of this Contract.

8.2 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.3 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The Contractor shall continue to provide all of the services set forth in the Contract.

8.4 CHANGE NOTICES AND AMENDMENTS

8.4.1 The County reserves the right to initiate Change Notices that **do not affect** the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by County Librarian.

8.4.2 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Board of Supervisors, for the exception of which County Librarian is expressly authorized to increase the contract sum set forth in *5.0 Contract Sum*, not to exceed twenty percent (20%) of the total contract sum for a particular contract year based on an increase in unanticipated work. Any such changes shall be in writing and signed by the County Librarian and Contractor.

8.4.3 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add

and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by County Librarian.

- 8.4.4 The County Librarian may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 – Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. **To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County Librarian.**

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

Within five (5) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

- 8.5.1 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

- 8.5.2 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.

- 8.5.3 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with *Exhibit D – Contractor's EEO Certification*.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit G* and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor.

"Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

**8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES
TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give **first consideration** for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

**8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM
PARTICIPANTS**

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

8.12.4.1 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment

and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

8.12.4.4 If a contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to

reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

- 8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

8.12.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through a Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the

economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or

grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each

party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.21 INDEPENDENT CONTRACTOR STATUS

8.21.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of

one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.23 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such

insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

8.23.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

County of Los Angeles Public Library

Contracting Unit

Contract Services Coordinator

7400 East Imperial Highway, Room 206

Downey, California 90241-7011

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims

administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.23.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

8.23.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

8.23.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a

County "Non-employee Injury Report" to the County Contract Manager.

- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

8.23.5 Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

8.23.6 Insurance Coverage Requirements for Subcontractors:

The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or
- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.24 INSURANCE COVERAGE REQUIREMENTS

8.24.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.24.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

8.24.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

8.24.4 Professional Liability insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$1 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement. Professional Liability coverage with limits of not less than the following:

Professional Liability	\$1 million
Aggregate	\$1 million

8.24.5 Pollution Liability insurance shall also provide pollution liability coverage with a limit of not less than \$1 million per

occurrence covering the release, discharge, escape, dispersal, or emission of pollutants, whether gradual or sudden, and include the costs and expenses associated with clean-up, testing, monitoring and treatment of pollutants in compliance with governmental mandate or requests. Pollution Liability coverage with limits of not less than the following:

Pollution Liability

\$1 million

8.25 LIQUIDATED DAMAGES

8.25.1 If, in the judgment of the County Librarian, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Librarian, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the County Librarian, or his/her designee, in a written notice describing the reasons for said action.

8.25.2 If the County Librarian determines that there are deficiencies in the performance of this Contract that the County Librarian deems are correctable by the Contractor over a certain time span, the County Librarian will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the County Librarian may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent

of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Appendix C, Technical Exhibit 2*, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.25.3 The action noted in Sub-paragraph 8.25.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.25.4 This Sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-paragraph 8.25.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.26 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or

services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.27.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit D – Contractor's EEO Certification*.

8.27.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all

applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.27 when so requested by the County.

8.27.7 If the County finds that any provisions of this Sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.28 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County of Los Angeles Public Library from acquiring similar, equal or like goods and/or services from other entities or sources.

8.29 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County Project Manager or County Project Director is not able to resolve the dispute, the County Librarian, or designee shall resolve it.

8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to

safely surrender a baby. The fact sheet is set forth in *Exhibit H* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.33 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits E – County's Administration and F – Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The County Librarian shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.35 PUBLIC RECORDS ACT

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.37 – Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California

Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 PUBLICITY

- 8.36.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.36 shall apply.

8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller

within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.37 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.37.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.39 SUBCONTRACTING

- 8.39.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.39.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.39.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 8.39.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.39.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.39.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.

8.39.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.39.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles Public Library
Contracting Unit
Contract Services Coordinator
7400 East Imperial Highway, Room 206
Downey, CA 90241-7011

before any subcontractor employee may perform any work hereunder.

8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.14 – Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of within notice shall be grounds upon which the County may terminate this Contract pursuant to Sub-paragraph 8.42 – Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.41 TERMINATION FOR CONVENIENCE

8.41.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.41.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Sub-paragraph 8.37, Record Retention & Inspection/Audit Settlement.

8.42 TERMINATION FOR DEFAULT

8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in

either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.42.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.42.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.42.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the

Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.42.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.42, or that the default was excusable under the provisions of Sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.41 – Termination for Convenience.

8.42.5 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Sub-paragraph 8.42.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.42.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated

damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the County of Los Angeles Public Library, or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 8.22 – Indemnification.

- 8.42.6 The rights and remedies of the County provided in this Sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43 TERMINATION FOR IMPROPER CONSIDERATION

- 8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

- 8.43.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the

employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.43.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.44 TERMINATION FOR INSOLVENCY

8.44.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the County provided in this Subparagraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or

any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.47 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.48 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.49 WARRANTY AGAINST CONTINGENT FEES

8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this

Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.49.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

9.1.1 Living Wage Program:

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as *Exhibit I* and incorporated by reference into and made a part of this Contract.

9.1.2 Payment of Living Wage Rates.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County under the Contract:

a. Not less than \$9.46 per hour if, in addition to the per-hour wage, the Contractor contributes less than

\$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

- b. Not less than \$8.32 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this Sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract Contract and a copy of the Living Wage Program shall be attached to the Contract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a

lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the

remaining term of the Contract, including any option period.

9.1.3 Contractor's Submittal of Certified Monitoring Reports.

The Contractor shall submit to the County certified monitoring reports by the 15th of the month following the reporting period. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County (*Exhibit J and Exhibit K*), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and

working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

9.1.5 County Auditing of Contractor Records.

Upon a minimum of twenty-four (24)-hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees.

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

9.1.7 Enforcement and Remedies.

If the Contractor fails to comply with the requirements of this Sub-paragraph, the County shall have the rights and remedies described in this Sub-paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports.

If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for

such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

- c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

- 2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage

amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
- c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

3. Debarment. In the event the Contractor breaches a requirement of this Sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

9.1.8 Use of Full-Time Employees.

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

9.1.9 Contractor Retaliation Prohibited.

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this Sub-paragraph may constitute a material breach of the Contract. In the

event of such material breach, the County may, in its sole discretion, terminate the Contract.

9.1.10 Contractor Standards.

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

9.1.11 Employee Retention Rights

1. Contractor shall offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
 - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
 - b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and
 - c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.
2. Contractor is not required to hire a retention employee who:
 - a. Has been convicted of a crime related to the job or his or her performance; or
 - b. Fails to meet any other County requirement for employees of a Contractor.

3. Contractor shall not terminate a retention employee for the first 90 days of employment under the contract, except for cause. Thereafter, Contractor may retain a retention employee on the same terms and conditions as Contractor's other employees.

9.1.12 Neutrality in Labor Relations

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

9.2 CONTRACTOR'S OBLIGATIONS UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)

The County is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in *Exhibit L* in order to provide those services. The County and the Contractor therefore agree to the terms of *Exhibit L, Contractor's Obligations Under HIPAA*.

9.3 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- 9.3.1 This Contract is subject to the provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

- 9.3.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 9.3.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 9.3.4 If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply if Contractor is no longer eligible for certification as a result in a change of

[illegible]

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: Seeco Earthscape, Inc.

By 
Name Sepehr Raafat

Title President

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.

County Counsel

By 
David Beaudet

Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES

AREA 4

**STATEMENT OF WORK (SOW)
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES – AREA 4**

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ATTACHMENTS

I. SERVICE LOCATIONS

TECHNICAL EXHIBITS

- 1 CONTRACT DISCREPANCY REPORT**
- 2 PERFORMANCE REQUIREMENTS SUMMARY CHART**

EXHIBIT B

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

This contract will cover the ten (10) County of Los Angeles Public Libraries located in Area 4 (West Region) see Attachment I. Attachment I is a listing of the Library Facilities to be serviced under this contract. The Contractor is required to provide landscape and grounds maintenance services including, but not limited to: mowing and edging of turf, providing weed control or eradication of weeds, applying fertilizer, raking planter beds and turf area, emptying trash containers, annual pruning and trimming of shrubs and trees, operating and maintaining irrigation system, providing the necessary on-going maintenance of additional tasks as provided for herein.

2.0 ADDITION/DELETION OF FACILITIES AND/OR SPECIFIC TASKS

The County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of facilities listed in Attachment I; County will notify Contractor, in writing, at least ten (10) calendar days prior to the effective date of the modification. Contractor shall be compensated for the maintenance of additional facilities designated after the Contract's commencement date based on the submission of an approved maintenance cost per function estimate. This cost estimate shall not exceed the cost to provide landscape maintenance for similar sized facilities being maintained. Payment adjustment shall be made to reflect such modification in services on a pro-rata basis commensurate with the number of facilities and/or days of service increased or decreased of the affected facilities. The County will determine the need for modification referenced herein. The County Librarian or his/her designee has authority to sign the amendment for the County. All terms in the current Contract shall extend to any facility added in the amendment.

3.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

- 3.1 Method of monitoring to ensure that Contract requirements are being met;
- 3.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.
- 3.3 Contractor shall maintain and keep current a report that records when all periodic, annual, seasonal, additional work and maintenance functions performed by Contractor's personnel were completed. The report shall be in a form and content acceptable and available to the County. It shall be mailed/faxed to the County upon request.
- 3.4 Contractor shall maintain a written log of all complaints, the date, time, and the action taken or reason for the inaction. The log of complaints shall be open to inspection by the County or mailed/faxed to the County upon request.
- 3.5 All complaints shall be abated as soon as possible after notification, but in all cases within 24 hours, the County shall be notified immediately of the reason for not abating the complaint, followed by a written report to the County within five (5) business days. If a complaint is not abated within the time specified or to the satisfaction of the County, the County may correct the specific complaint. The total cost incurred by the County will be deducted from the payments owing to the Contractor from the County.

- 3.6 Contractor shall thoroughly complete each task in a professional manner. To this end, quality equipment and materials that comply with all current regulations shall be used.
- 3.7 Contractor shall be required to provide landscape and grounds maintenance services, including, but not limited to maintenance of turf, ground cover, shrubs and trees; renovation of turf and ground cover areas; pruning and trimming of trees and shrubs; take care of weed control, vegetation disease, and pest control; operation of the irrigation systems; repair of sprinkler heads and risers; and maintenance of equipment pursuant to these Specifications and to the frequencies established by the County, as set forth herein or revised by County. The specific frequencies per site are identified in Exhibit B Pricing Schedule and govern Contractor's completion of required operations.
- 3.8 Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage ground cover or turf areas.
- 3.9 Contractor recognizes that during this Contract, other activities may be conducted by County work forces and other contracted parties. These activities may include, but not be limited to, landscape refurbishment, irrigation system modification or repair, construction and/or storm related operations. Contractor may be required to modify or curtail certain tasks and operations. Contractor shall promptly comply with any request made by the County.
- 3.10 Contractor shall, during the hours and days of maintenance service as identified in the Statement of Work Section 7.0 Hours and Day of Work. In addition, the Contractor shall respond to all emergencies within two (2) hours of notification.
- 3.11 Contractor shall be required to clearly identify and equip each vehicle used at the County of Los Angeles Public Library service areas with decals on the exterior right and left front door panels, visible and

readable from a distance of 50 feet, identifying Contractor's name and phone number.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan.

4.1 Annual Evaluation

The County or its agent will evaluate Contractor's performance under the Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with corrective action measures, County may terminate the Contract or impose other penalties as specified in the Contract.

4.2 Contract Discrepancy Report (*Technical Exhibit 1*)

Verbal notification of a Contract discrepancy will be made to the Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor. The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Monitor within ten (10) workdays.

4.3 County Observations

In addition to County of Los Angeles Public Library contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 DEFINITIONS

The headings herein contained are **repeated here** for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 5.1 Call Back:** Emergency services that shall be addressed by the Contractor within a 2 hour time frame of notification.
- 5.2 Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work; Exhibit A.
- 5.3 Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 5.4 Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 5.5 County:** County of Los Angeles
- 5.6 County Contract Project Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. They are responsible for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.
- 5.7 County Librarian:** Department Head has the authority to sign change notices, amendments and implement non-performance remedies.

- 5.8 County Contract Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 5.9 County Contract Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 5.10 Day(s):** Business day(s) unless otherwise specified.
- 5.11 Facility (facilities):** Library location.
- 5.12 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 5.13 Library:** County of Los Angeles Public Library (Department)

6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 6.0 Administration of Contract – County. Specific duties will include:

The Head of Facilities Services, Library, has designated the Contract Services Coordinator as the County Contract Project Manager of Library activities relating to the services provided under the Contract. The County Contract Project Manager, listed in Sample Contract Exhibit E, will be the contractor's contact regarding this contract.

The Contract Director does not anticipate assigning any County employees to the Contractor on a full-time basis. However, County personnel will be made available to the Contractor at the discretion of the Contract Director. The County personnel will be responsible for the following:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.**

6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.

6.1.3 Preparing Change Notices in accordance with the Contract, Standard Terms and Conditions (Sample Contract, Section 8.0), Change Notices and Amendments (Sample Contract, Section 8.4).

6.2 Furnished Items

6.2.1 UTILITIES:

The County shall pay for all utilities except the telephone. However, water usage shall not exceed an amount required to comply with irrigation schedules established by the County. Contractor shall pay for all excessive utility usage due to the Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess cost factor, to be deducted from payments to the Contractor from County will be presented to the Contractor by the County prior to the actual deduction to allow for explanations.

6.2.2 KEYS:

Contractor will be issued any necessary keys which cannot be duplicated. Contractor accepts full responsibility for these keys.

CONTRACTOR

6.3 Project Manager

6.3.1 Contractor shall provide a full-time Project Manager or designated alternate. The County Contract Project Manager/Director must have access to the Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour per

day basis. The Contractor shall notify the County in writing of any change in the name or address of their Project Manager.

6.3.2 Project Manager shall act as a central point of contact with the County Contract Project Manager/Director. Project Manager shall demonstrate previous experience in the management of work required for facilities similar in size and complexity.

6.3.3 Project Manager/Alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/Alternate shall be able to effectively communicate, in English, both orally and in writing.

6.4 Personnel

6.4.1 Contractor shall assign a sufficient number of employees to perform all work according to the Specifications set forth, (Statement of Work, Specific Work Requirements Section 10.0). The Contractor's employees whether assigned to any one facility or as part of a crew serving any number of facilities, shall be authorized to act for Contractor in every detail and must speak and understand English language.

6.4.2 The County may at any time give the Contractor written notices to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the County, detrimental to the interest of the public patronizing the premises. Contractor shall meet with representatives of the County to consider the appropriate course of action with respect to such matter and the Contractor shall take reasonable measures under the circumstances to assure the County that the conduct and activities of the Contractor's employee shall not be

detrimental to the interest of the public patronizing the premises.

6.4.3 No person employed by the Contractor and assigned to the Public Library shall have a high-grade misdemeanor and/or misdemeanor theft conviction or any felony convictions. The County reserves the right to preclude the Contractor from employment or continued employment of any individual at the facilities. The County further reserves the right to conduct a background investigation of Contractor's employees at any time and to bar such employees from the facilities under appropriate circumstances. Contractor and employees of the Contractor working in the facilities shall be under a continuing obligation to disclose any prior or subsequent criminal record information to the County.

6.4.4 The Contractor cannot assign employees under the age of eighteen (18) to perform work at the libraries in this RFP. Contractors' employees must be able to communicate effectively with public and staff. The Library shall make the final determination as to what constitutes communication.

6.4.5 Contractor' staff shall be closely monitored to detect operational irregularities and noncompliance with contractual requirements. It is the Contractor's executive, management and supervisory staff's responsibility to see that the organization oversees the activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the County.

6.4.6 Contractor's crew leader and operational staff, as well as their supervisory and management staff, shall be fully versed in the operational mandates and time lines. An

outline of the task requirements, schedule, and time lines for each location shall be kept with each operating crew.

- 6.4.7 Contractor's executive, management or supervisory staff shall provide ongoing follow-up behind operations to insure compliance. Neither County's deficiency notifications, imposed deductions, nor inspections shall be utilized as substitutions for ongoing direction and management of the Contractor's staff.

6.5 Uniforms/Identification Badges

- 6.5.1 Contractor employees assigned to County facilities must wear an appropriate uniform at all times. Uniform to consist of a shirt with the company name on it. All uniforms, as required and approved by the County, will be provided by and at Contractor's expense.
- 6.5.2 Contractor shall furnish and require every on-duty employee to wear a visible photo identification badge-identifying employee by name, physical description, and company. Such badges shall be displayed on employees' person at all times he/she is on County designed property.

6.6 Materials and Equipment

- 6.6.1 The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.
- 6.6.2 Contractor is responsible for, and must provide for, the security for all supplies and equipment used in the course of the contract.

6.7 Training

- 6.7.1 Contractor shall provide fully trained and qualified personnel as well appropriate materials, supplies, and equipment.

6.7.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

6.7.3 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

6.8 Contractor's Office

Contractor shall maintain an office at some fixed location in the Los Angeles Metropolitan Area. Contractor shall maintain a telephone therein, listed in the telephone directory in its own name or in the firm name by which it is most commonly known, and as found on doors of maintenance vehicles. Contractor shall, during the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, have some responsible person(s) employed by Contractor to take necessary action regarding all inquiries and complaints that may be received from County personnel, or patrons using the facilities. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.**

During normal working hours, the Contractor's supervisor or designated employee who is responsible for providing maintenance services shall be available for notification through electronic communications.

6.9 Contractor's Damage

6.9.1 All damages incurred to existing facilities by Contractor's operation shall be repaired or replaced at Contractor's expense.

6.9.2 All such repairs or replacements shall be completed within the following time limits:

- a. Irrigation damage shall be repaired or replaced within one (1) watering cycle.
- b. All damages to shrubs, trees, turf or ground cover shall be repaired or replaced within five (5) working days.

6.9.3 All repairs or replacements shall be completed according to the following maintenance practices:

a. Trees

Minor damage such as bark lost from impact of mowing equipment shall be remedied by a qualified tree surgeon or certified arborist. If damage results in loss of a tree, the damaged tree shall be removed and replaced to comply with the specific instructions of County.

b. Shrubs

Minor damage may be corrected by appropriate pruning as required in the "Pruning and Hedge Trimming Operation" of the On-Going Maintenance Specification.

c. Chemicals

All damage resulting from chemical operation, either spray-drift or lateral leaching, shall be corrected according to the aforementioned maintenance practices and the soil conditioned to insure its ability to support plant life.

d. Appurtenances

All damage caused to components from accidents or cumulative effects of Contractor's staff improperly applying materials or other incidents

caused by the carelessness of Contractor's staff shall be corrected at Contractor's expense.

7.0 HOURS/DAY OF WORK

- 7.1 The basic daily hours of maintenance services shall be Monday through Friday from 7:00 a.m. to 3.30 p.m.
- 7.2 Contractor shall provide adequate staffing to perform the required maintenance services during the prescribed hours five (5) days per week. Contractor is to provide County with a weekly work schedule of ground maintenance services of all facilities. Any changes in the days and hours of operation heretofore prescribed shall be subject to approval by the County.
- 7.3 County will provide a list of County-recognized holidays.

8.0 WORK SCHEDULES

- 8.1 Contractor shall submit for review and approval an annual work schedule for tree trimming, shrub trimming, and pruning for each facility to the County Project Director within ten (10) days prior to starting work. Said work schedule shall be set on annual calendar identifying all the required on-going maintenance tasks and task frequencies. The work schedules shall list the time frames for the required functions by the day of the week, morning and afternoon the tasks will be performed. Schedules shall be adhered to at all times unless County is otherwise notified of a change.
- 8.2 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within five (5) working days prior to scheduled time for the work.
- 8.3 The above provisions are not to be construed to eliminate the Contractor's responsibility in complying with the

requirements to notify the County for Specialty Type maintenance as set forth immediately hereinafter.

- 8.4 Contractor shall notify the County, in writing, at least two (2) weeks prior to the date and time of all "Specialty Type" maintenance operations. "Specialty Type" operations are:
- a. Fertilization
 - b. Turf verification
 - c. Turf renovation/re-seeding
 - d. Micro-Nutrients/soil amendments
 - e. Spraying of trees, shrubs, or turf
 - f. Aesthetic tree pruning
 - g. Other items as determined by the County.

9.0 UNSCHEDULED WORK

- 9.1 The County Project Manager or his/her designee may authorize the Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism; natural disasters; third party negligence; or improvement; modification, or refurbishment of existing landscaping and irrigation systems. Any work not provided for elsewhere in this Contract, but authorized by the County and performed by Contractor, shall be paid by County as specified in the Sample Contract 5.0 Contract Sum.

- 9.2 Prior to performing any unscheduled work, Contractor shall prepare and submit a written description of the work with an estimate for labor materials. If the unscheduled work exceeds the Contractor's estimate, the County Project Director or his/her designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization from the County. Notwithstanding the above authorization, when a condition

exists wherein there is imminent danger of injury to the public or damage to property, the Contractor shall contact County for approval before beginning the work. County may orally authorize the work to be performed upon receiving an oral estimate from Contractor. However, within 24 hours after receiving an oral authorization, Contractor shall submit an invoice to the County within five (5) working days after completion of the work.

9.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact County's Project Director for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Contractor shall submit an invoice to County's Project Director within five (5) working days after completion of the work.

9.4 All unscheduled work shall commence on the specified date established and the Contractor shall proceed diligently to complete said work within the time allotted.

9.5 The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

10.0 SPECIFIC WORK REQUIREMENTS

All areas covered under this Contract shall be maintained with crisp, clean appearance and all work shall be performed in a workmanlike manner, using quality equipment and materials. All areas shall be maintained and operated with nothing but the highest standards at no less than frequencies indicated herein.

To accomplish the required maintenance of the facility, staffing visitations shall be daily, five (5) days per week, Monday through Friday at the task frequencies indicated in the following requirements:

10.1 Mowing Operation

- 10.1.1 Mowing operations shall be performed in a professional manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain.
- 10.1.2 Turf shall be mowed with a reel-type mower equipped with rollers or a rotary-type mower.
- 10.1.3 All equipment shall be adjusted to proper cutting heights and shall be adequately sharpened.
- 10.1.4 Mowing height shall be appropriate to turf species and use parameters. Mowing heights may vary for special events and conditions.
- 10.1.5 Mowing operation shall be on a schedule that is acceptable to the County.
- 10.1.6 Walkways shall be cleaned immediately following each mowing so that no clippings create a hazardous condition.
- 10.1.7 Mowing of turf at each facility shall be completed in one operation.

10.2 Mowing – Frequency

All turf areas shall receive no less than the following:

- 10.2.1 During the warm season (April through November) all turf areas shall be mowed no less than once a week for a total mowing frequency of thirty-five (35).
- 10.2.2 During the cool season (December through March) all turf areas shall be mowed no less than once every two weeks for a total mowing frequency of eight (8).

10.3 Mowing Site Inspection and Reporting

- 10.3.1 Prior to initiating a mowing operation, the site is to be inspected by a knowledgeable and responsible Contractor employee, who will determine the practicality of initiating the operation.
- 10.3.2 If a mowing operation cannot be completed thoroughly within the designated time frame; the County Contract

Project Manager shall be immediately notified through the Contractor's communication network.

10.4 Mechanical Edging – Operation

- 10.4.1 All turf edges, including designed edges in flowerbeds, shall be kept neatly edged and all grass invasions must be eliminated.
- 10.4.2 All turf edges including but not limited to sidewalks, driveways, curbs, shrub beds, flower beds ground-cover beds and around tree bases shall be edged to be a neat and uniform line.
- 10.4.3 Mechanical edging of turf shall be completed as one operation in a way that results in a well-defined, V-shaped edge that extends into the soil. Such edging shall be done with a power edger with a rigid blade.
- 10.4.4 All turf edges shall be trimmed or limited around sprinklers to provide optimum water coverage, valve boxes, meter boxes, back-flow devices, other equipment and obstacles.
- 10.4.5 All ground cover and flowerbed areas where maintenance next to turf areas shall be kept neatly edged and all grass invasions.
- 10.4.6 Walkways shall be cleared immediately following each mechanical edging to remove accumulated debris and limit hazardous conditions.

10.5 Mechanical Edging – Frequency

- 10.5.1 Mechanical edging of turf shall be performed 26 times per year, once every two (2) weeks.
- 10.5.2 Mechanical edging of ground cover shall be performed twelve (12) times per year, once per month.

10.6 Weed Removal – Operation

- 10.6.1 All grass like weeds, morning glory or vine-weed types, ragweed, and other underground spreading weeds shall be kept under strict control.

- 10.6.2 Methods for removal of weeds can incorporate one or all four of the following:
- Hand removal (Mechanical)
 - Cultivation
 - Eradication
 - Mulching
- 10.6.3 Remove or control of all weeds and grass from the following areas: beds, planters, walkways, drainage areas, expansion joints in all hard surface areas, driveways, roadways, slopes and hillsides, bare areas, and undeveloped areas.
- 10.6.4 Remove all weeds mechanically from shrub beds, planters, and other cultivated areas.
- 10.6.5 Weeds treated using a systematic chemical shall be left in place per manufacturer's recommendation. If the kill is not completed by the time specified in the manufacturer's recommendation, a second application, at no additional cost to the County shall be made.
- 10.6.6 After a complete kill; all dead weeds shall be removed from the areas.

10.7 Weed Removal – Frequency

- 10.7.1 Walkways, beds, planters, and landscape shall be inspected, spot treated and weeds removed; once each month.
- 10.7.2 Developed areas of a facility that have become denuded shall be maintained weed free, once each month.
- 10.7.3 Designated areas of a facility which are left in a natural state so that the plant's root systems are utilized to stabilize the soil, may occasionally need to be mowed or otherwise controlled to a given height for appearance or fire suppression reasons; once a month.

10.8 Litter Control – Operation

- 10.8.1 Complete policies and litter pickups to remove paper, rocks, glass, trash, undesirable materials, and other accumulated debris within the hard surfaces and landscape areas to be maintained including but not limited to walkways, roadways, service roads, between and around planted areas, steps, planters, drains, stream beds, areas on slopes from the toe or top of the slope to ten (10) feet up or down the slope adjacent to developed areas, catch basins, shall be accomplished to ensure a neat appearance.
- 10.8.2 Complete policing, litter pickup and supplemental hand sweeping of parking space gutters and other parking spaces inaccessible to power equipment, shall be accomplished to ensure a neat appearance.
- 10.8.3 Litter pickup shall be completed as early in the day as possible, but never later than 11:00 a.m.
- 10.8.4 Litter picked up on the site shall be placed in appropriate trash bins.

10.9 Litter Control – Frequency

- 10.9.1 Complete policing of turf, beds, planters, walkways, sidewalks, paved or rock hipped medians or islands, gutter areas, drainage areas, areas on slopes from the toe or top of the slopes to ten (10) feet up or down the slopes adjacent to developed areas, roadways, parking spaces; once per week.

10.10 Raking – Operation

- 10.10.1 Accumulation of leaves shall be removed from all landscape areas including beds, planters and turf areas under trees and placed in appropriate trash bin(s).

10.11 Raking – Frequency

- 10.11.1 Turf under trees; once per month.

10.11.2 Shrub beds and planters, two (2) times per month.

10.12 Shrub Pruning and Hedge Trimming – Operation

10.12.1 Shrubs shall be pruned to encourage healthy growth habits and for shape to retain their natural form and proportionate size. Restrict growth of shrubbery to area behind curbs and walkways within planter beds by trimming. Under no circumstances shall hedge shears be used as a means of pruning.

10.12.2 All plant materials shall be pruned where necessary to maintain access and safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations.

10.12.3 All dead shrubs shall be removed with approval from the County.

10.12.4 All dead, diseased and unsightly branches, vines or other growth shall be removed as they develop. All ground cover areas shall be pruned to maintain a neat edge along planter box walls. Any runners that start to climb buildings, shrubs or trees shall be pruned out of these areas.

10.12.5 All pruned or trimmed plant material shall be removed and placed in appropriate trash bin(s) the same day.

10.13 Shrub Pruning and Hedge Trimming – Frequency

10.13.1 Prune shrubs for safety (vehicular and pedestrian visibility and access); every two months

10.13.2 Formal hedge trimming; every two months.

10.13.3 Groundcover thinning; every month.

10.14 Tree Trimming/Pruning– Operation

10.14.1 Tree pruning shall be performed with the intent of developing structurally sound trees, symmetrical appearance with the proper vertical and horizontal clearance as follows:

- a. All trees shall be trimmed, shaped, and thinned.
- b. All dead and damaged branches and limbs shall be removed, and a smooth cut shall be made outside the branch bark ridge.
- c. All trees shall be trimmed to prevent encroachment on private property.
- d. All trees shall be trimmed where necessary to maintain access and safe vehicular and pedestrian visibility and clearance to prevent or eliminate hazardous situations.
- e. All trees shall be trimmed and maintained to prevent any blockage in roof drainage areas and should not obscure safety lights that are attached to buildings and located in parking lots.

10.14.2 Pruning Procedures

- a. Rapid healing of pruning wounds is dependent upon where the cut is made when removing limbs. NEVER LEAVE SHORT STUBS. Some trees produce a corky ring of growth where a limb originates. The pruning cut shall be made toward the outside portion of the "collar." If a tree does not produce this characteristic "collar," then make the cut flush to the limb.
- b. All limbs 1-1/2 inches or greater in diameter shall be undercut to prevent splitting.
- c. All limbs shall be lowered to the ground using a method, which prevents damage to the remaining limbs.
- d. All cuts exceeding 1/2 inch shall be treated with an appropriate tree heal compound.
- e. All equipment utilized shall be clean, sharp and expressly designed for tree pruning.

- f. Climbing spurs shall not be used.

10.14.3 Pruning Criteria

- a. The initial step of pruning shall be the removal of all deadwoods, weak, diseased, insect infested and damaged limbs.
- b. All trees shall be pruned for vertical and horizontal clearance. Such clearances are (7) feet for pedestrian areas and walkways and 14 feet for vehicular roadways.
- c. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline. Limbs should extend alternately from the trunk on 12-inch or 24-inch spacing.
- d. All trees shall be thinned of smaller limbs to distribute the foliage evenly.
- e. All trees shall be trimmed and shaped to provide a symmetrical appearance typical of species.
- f. All suckers and sprouts shall be cut flush with the trunk or limb.
- g. No stubs shall be permitted.
- h. All structural weaknesses such as split crotches or limbs, diseased or decayed limbs, or severe damage shall be reported to the County.
- i. Special emphasis shall be placed upon public safety during pruning operations, particularly when adjacent to roadways.
- j. All green waste and debris shall be removed and disposed of offsite and the end of each day's work.
- k. All trees, which are downed by either natural or unnatural causes, shall be removed and disposed offsite. Where possible, stumps shall be removed

to 24 inches below grade and wood chips and hole backfilled to grade.

10.15 Tree Trimming/Pruning – Frequency

10.15.1 Tree trimming/pruning; every 24 months.

10.16 Sweeping – Operation

10.16.1 Concrete areas shall be checked for cracks, crevices, and deterioration. When found the Contractor shall immediately notify County.

10.16.2 Walkways, and steps shall be cleaned including but not limited to the removal of all foreign objects from surfaces such as gum, grease, broken glass, cans, bottles, and other foreign objects not designed to be part of the landscape.

10.16.3 Methods for sweeping of designed areas may incorporate one or all of the following:

- Power pack blowers
- Vacuums
- Brooms
- Push power blowers

10.16.4 In the event the Contractor elects to use power equipment to complete such operations, the Contractor shall be subject to local ordinances regarding noise levels. If power blowers are forbidden, Contractor shall find alternate ways to accomplish the task. Contractor shall not use any power equipment Monday through Friday, prior to 7:00 a.m., nor later than 3:30 p.m. Further, any schedule of such operations may be modified by County to insure that the public is not unduly impacted by the noise or dust pollutants created by such equipment.

10.16.5 Supplemental hand sweeping of parking space gutters and other parking spaces shall be required in those areas inaccessible to power equipment.

10.17 Sweeping – Frequency

- 10.17.1 Sweeping of the hard surface areas, parking space gutters and inaccessible areas, walks, steps and hard surface areas; once per week.

10.18 Aerification – Operation

- 10.18.1 Aerate all turf areas by using a device that removes one-half (1/2) inch cores to depth of two (2) inches and not more than six (6) inch spacing.
- 10.18.2 Turf aerification shall be accomplished during April through November.
- 10.18.3 Planned operational dates shall be furnished to the County prior to the start of Contract.

10.19 Aerification – Frequency

- 10.19.1 Aerify turf twice per year.

10.20 Rodent Control – Operation

- 10.20.1 All areas shall be maintained free of rodents including but not limited to gophers and ground squirrels causing damage to turf, shrubs, ground cover, trees, and irrigation systems. Fumitoxin (Aluminum Phosphide) will be used for this control.

10.21 General Landscape Maintenance—Site Inspection and Reporting

- 10.21.1 Prior to proceeding with any general landscape maintenance task, the site shall be inspected by a knowledgeable and responsible Contractor employee, who will determine the practicality of initiating the operation. In addition, inspection shall include evaluation of overgrown, dead and/or damaged trees and shrubs. Contractor is responsible for reporting and making recommendation for improvement to the County Contract Project Manager.
- 10.21.2 If an operation cannot be thoroughly completed within the designated time frame; the County shall be immediately notified through the Contractor's communication network.

10.22 Chemical Edging Detailing – Operation

- 10.22.1 Chemical application may be used in and around areas such as planters, areas adjacent to trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas shall be trimmed to proper mowing height. Chemicals shall be applied in a manner to minimize drift. Precautionary measures shall be employed since all areas will be open for public access during application.
- 10.22.2 Water shall not be applied to treated areas for 48 hours after each application.
- 10.22.3 Where trees and shrubs occur in turf areas, all grass growth shall be limited to at least 18 inches away from the trunks of trees and away from the drip line of shrubs by use of approved chemicals.
- 10.22.4 Linear chemical edging of turf boundaries may be performed in a way that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A six (6) inch barrier width shall be considered normal.
- 10.22.5 Detailing of sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes, and similar obstacles in turf areas may be performed in a manner that ensures operability, ease of location and/or a clean appearance. A six (6) inch barrier width shall be considered normal.
- 10.22.6 Weeds treated using a systematic chemical shall be left in place per manufacturer's recommendation. If the kill is not complete by the time specified in the manufacturer's recommendation, a second application, at no additional cost, shall be made.
- 10.22.7 After a complete kill; all dead weeds shall be removed from area.

10.23 Chemical Edging/Detailing – Frequency

- 10.23.1 Chemical turf detailing around trees, turf boundaries, and various irrigation components, once every two (2) months, or as stated.
- 10.23.2 Chemical application: beds, planters, walkways, medians, curb and gutter expansion joints in all hard surface areas, roadways, frontage roads, streams beds, slopes, and hillsides; once each month.

10.24 Chemical Application – Site Inspection and Reporting

- 10.24.1 Prior to proceeding with any chemical application, the site is to be inspected by a knowledgeable and responsible Contractor employee, who will determine the practicality of initiating the operation.
- 10.24.2 If an operation cannot be thoroughly completed within the designated time frame, the Department shall be immediately notified through the Contractor's communication network.

10.25 Watering and Irrigation System Management

- 10.25.1 Since water requirements by plant vary according to the season and particular year, the Contractor shall pay extremely close attention to the demands of the plants as influenced by their exposure to sun, wind, shade, and location in the individual planters. The variation in the size of plants installed as well as the varieties shall be taken into consideration. All landscaped and turf areas shall be irrigated as required to maintain adequate growth and appearance with a scheduled most conducive to plant growth. The delivery of adequate moisture to the landscaped areas shall include but not be limited to hand watering, operation of manual valves, proper utilization of automatic controllers, and the bleeding of valves.

- 10.25.2 To provide adequate soil moisture, the Contractor shall consider the soil conditions, humidity, minimizing runoff, and the relationship of conditions, which affect day and night watering. This may include daytime watering during freezing weather to prevent icy conditions and manual operation of the irrigation system and/or hand watering with portable sprinklers during periods of windy or inclement weather. A soil probe shall be used to depth of 8 inches to determine the water penetration by random testing of the root zones.
- 10.25.3 Watering shall be regulated to avoid interference with any use of the facility, roadways, paving, walks, or areas as designated for scheduled special events.
- 10.25.4 In the areas where wind creates problems of spraying water onto private property or road rights of ways, the controllers shall be set to operate during lowest wind velocity which would normally occur at night or early morning hours. Irrigation water shall not sheet over the roadway. Any run off of water is not to be tolerated.
- 10.25.5 Irrigation system shall be controlled as to not cause any excessively wet or "waterlogged" areas, which could interfere with the ability to mow all turf. "In lawn" trees and other planting shall be protected from over-watering and run-off drowning.
- 10.25.6 New turf (up through the sixth mowing) shall be watered immediately after mowing. Well-established turf shall not be watered for at least four (4) hours after mowing.
- 10.25.7 All ground cover areas shall be watered as needed to maintain a healthy condition, with appropriate care being taken not to over-water in shady areas.
- 10.25.8 Contractor shall be responsible for the operation of the automatic controllers, backflow devices, control valves,

gate valves, risers and sprinkler heads, in managing the overall irrigation water delivery system of the area. All irrigation systems shall be regularly inspected and tested according to these Specifications and frequencies specified herein.

10.25.9 Contractor shall ensure that all personnel working on the irrigation system are fully trained in all phases of landscape irrigation systems and can easily identify and isolate problems and perform the proper testing and inspection of the irrigation system and the maintenance of the sprinkler and drip heads. This knowledge of landscape irrigation systems shall include, but not be limited to, the operation, maintenance, adjustment, and repair of said systems and their components.

10.25.10 Contractor shall be responsible for maintenance of the irrigation system by performing the following tasks:

- a. Inspecting and reporting the status of the irrigation system.
- b. Adjusting and cleaning sprinkler heads (may require the removal of the sprinkler head for this function).
- c. Repairing or replacing sprinkler heads having a ½ inch inlet.
- d. Providing all P.V.C. schedule 80 nipples, caps, plugs, elbows, coupling, etc., from the laterals to the heads due to normal wear.
- e. Providing replacements of all risers and swing joints due to normal wear.
- f. Flushing irrigation pipelines following repairs and replacements.
- g. Recovering and re-fastening of removed valve box covers.

- h. Notifying the County of any damaged or inoperable major irrigation components, indicating the problem, location, size, and type of irrigation equipment.
- i. Replacing irrigation components identified as the Contractors responsibility shall be completed within one (1) watering cycle of determining damaged or inoperable irrigation component.
- j. Repairing immediately all broken or missing sprinkler heads causing a loss of a large amount of water.
- k. Repairing irrigation system shall be with originally specified equipment of the same size and quality or substitutes approved by the County prior to any installation thereof.

10.26 Irrigation System Operability and Testing - Operation

10.26.1 To ensure the operability of the irrigation system, once a week the Contractor shall cycle controller(s) through each station manually and automatically check the function of all facets of the irrigation system and report any damage or incorrect operation to the County.

10.26.2 During the testing, the Contractor shall:

- a. Adjust all sprinkler heads for the correct coverage to prevent excessive runoff and/or erosion and to prevent the spread of water onto roadways, sidewalks, windows, hard surface areas and private property.
- b. Unplug clogged heads and flush lines to free lines of rock, mud, and debris.
- c. Record and report all system malfunctions, damage, and obstructions to the County and take corrective action.

- d. Replace or repair inoperable irrigation equipment identified as the Contractor's responsibility.

10.27 Irrigation System Operability and Testing – Frequency

Operation and maintenance of the irrigation system shall be received from the Contractor no less than the following:

- 10.27.1 Inspect for operability and proper adjustment of controllers, quick couplers, valves, and sprinkler heads, once per month or more frequently if problems/conditions indicate a need.
- 10.27.2 Adjust and correct for coverage, once per week.
- 10.27.3 Repair and/or replace, as determined by the County, damaged or inoperable sprinkler heads; as needed. Missing or broken heads must be replaced immediately to conserve water.
- 10.27.4 Visual inspection of systems impact on landscape and checking of valve boxes for safety and security purposes; once per week.
- 10.27.5 Flush irrigation pipelines after repair or replacement of irrigation components; as needed.
- 10.27.6 If an automatic irrigation system, or a portion of a system malfunctions, the Contractor, when authorized by the County, shall be responsible for the manual manipulation of that system for period of 30 days from the date of the authorization. If the system requires manual manipulation for a greater period, the County may opt to pay the Contractor supplemental to continue the manual manipulation, or the County may decide to terminate the supplemental irrigation.

10.28 Watering and Irrigation System Management – Site Inspection and Reporting

- 10.28.1 Each time a location is scheduled to receive services, the Contractor shall check the facility for irrigation system

malfunction and hazards created by the system. A comprehensive monthly system operability check shall identify malfunctions and needs for repair. It shall also cause repairs to be initiated. This work shall be done by knowledgeable and responsible Contractor employees.

10.28.2 Contractor shall report all malfunctions, hazards, and emergencies immediately to the County.

10.28.3 If an operation cannot be thoroughly completed within the designed time frame; the County shall immediately notified through the Contractor's communication network.

10.28.4 All Contractor's crews and supervisors working or reviewing a site shall be responsible for reporting malfunctions and mitigating any hazards.

10.29 Seasonal Tasks

The following seasonal tasks shall be performed to maintain a well-manicured appearance of each facility (Sample Contract 5.0, Contract Sum).

10.29.1 Renovation/Vertical Mowing – Operation

- a. Care shall be taken to avoid unnecessary or excessive injury to the turf grass.
- b. Sweep or take the dislodged thatch from the turf areas and dispose off-site.
- c. Standard renovating or vertical mowing type equipment shall be used.
- d. Vertical mowing to remove the thatch in turf areas shall be done to encourage healthy growth and to maintain acceptable appearance.
- e. Renovation-Turf:
 - Renovate to the soil line and remove all excessive thatch in turf area.
 - After the thatch is removed and upon completion of turf renovation all turf areas

shall be over seeded, mulched, and watered.

- Areas to be over-seeded shall be seeded utilizing blends or mixtures at the rate application recommended by the County.
 - Mulch shall be spread evenly over the entire area to a uniform depth as requested.
- f. All planted areas shall be cultivated to encourage water penetration, fertilizer absorption and gaseous exchange.

10.29.2 Turf Re-seeding/Restoration of bare areas-operation

- a. Contractor shall overseed all damaged, vandalized, and bare areas to re-establish turf to an acceptable quality.
- b. Areas to be over seeded shall be seeded utilizing blends or mixtures at the rate of application by the County.
- c. Contractor may once each year, in the fall, overseed all turf areas after aerification and overseed all bear spots as-needed throughout the remainder of the year to re-establish turf to an acceptable quality. Contractor shall aerify, renovate or verticut, seed, and mulch (spread evenly over the entire area to a uniform depth of $\frac{1}{4}$ inch) in this sequence. The County may require the use of sod when deemed necessary. Contractor shall be entitled to additional compensation for the cost of the sod only provided loss of turf was due to the negligence of the Contractor.

10.29.3 Disease/Insect Control – Operation

- a. All landscaped areas shall be maintained free of disease and insects that could cause damage to

plant materials including, but not limited to, trees, shrubs, ground cover, and turf.

- b. The County shall be notified immediately of any disease, insects, or unusual conditions that might develop.
- c. A disease control program to prevent all common diseases from causing serious damage shall be provided on an as-needed basis. Disease control shall be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor.

10.29.4 Plant materials – Operation

- a. Plant materials shall conform to the requirements of the Landscape Plan of the areas and the "Horticultural Standards" of American Association of Nurserymen as to kind, size, age, etc. Plants of record and specifications shall be consulted to ensure correct identification of species. Plant material larger than those specified may be supplied if complying in all other respects.
- b. Substitutions may be allowed, but only with prior written approval by the County.
- c. Plant names used in the landscape plan of the area conform to "Standard Plant Names" by American Joint Committee on Horticultural Nomenclature. In those cases not covered therein, the custom of the nursery trade shall be followed.
- d. Quality:
 - Plants shall be sound, healthy, vigorous, free from plant disease, insect pest or their eggs, and shall have healthy normal root systems and comply with all State and local

regulations governing these matters, and shall be free from any noxious weeds.

- All trees shall be measured six (6) inches above the ground surface.
- Where caliper or other dimensions of any plant material are omitted from the Plant List, it shall be understood that these plant materials shall be normal stock for type listed. They shall be sturdy enough to stand safely without staking.
- Plant materials shall be symmetrical, and/or typical for variety and species and conform to measures specified in the Plant List.
- All plant materials shall be provided from a licensed nursery and shall be subject to acceptance as to quality by the County.

10.29.5 Fertilization – Operation

- a. All fertilizer(s)/micro-nutrients(s) shall be approved by the County prior to application.
- b. Application of the fertilizer shall be done in sections, determined by the areas covered by each irrigation system. All areas fertilized shall be thoroughly soaked immediately after fertilization.
- c. All turf areas shall receive not less than one (1) pound of actual available nitrogen in a balance fertilizer form for each one thousand (1,000) square feet of turf area. All fertilizer shall be inorganic and granular in form with an approximate ratio of 4-1-2.
- d. Areas shall be fertilized utilizing ratios and mixtures recommended by the County at the rate of application per the manufacturer's recommendation.

- e. Fertilization shall be done twice a year.

10.30 Use of Chemicals

- 10.30.1 All Contractor's work involving the use of chemicals shall be in compliance with all Federal, State and local laws and shall be accomplished by a Certified Applicator under the direction of a Licensed Pest Control Advisor (PCA). Contractor, in complying with the California Food and Agricultural Code, shall provide a copy of a valid Pest Control Operator's License and a valid Pest Control Advisor's License in the proper categories for the work to be done, or a copy of said licenses from a subcontractor prior to using any and all applicable chemicals within the area(s) to be maintained to the County.
- 10.30.2 A listing of proposed chemicals to be used including commercial name, application rates, and type of usage shall be submitted to the County for approval at the commencement of the Contract. No work shall begin until written approval of use is obtained from the County.
- 10.30.3 Chemicals shall only be applied by those persons possessing a valid California Certified Applicator's license. Application shall be in strict accordance with all governing regulations.
- 10.30.4 Records of all operations stating dates, times methods of application, chemical formulations, applicator's names, and weather conditions shall be made and retained in an active file for a minimum of four (4) years.
- 10.30.5 All chemicals requiring a special permit for use must be registered with the County Agricultural Commissioner's Office and a permit obtained with a copy to the County.
- 10.30.6 All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to.

- 10.30.7 Chemicals shall be applied when air currents are still, to prevent drifting onto adjacent property and toxic exposure to persons whether or not they are in or near the area of application.

10.31 Safety

- 10.31.1 Contractor agrees to perform all work outlined in this Contract in a way that meets all accepted standards for safe practices during the maintenance operation and to safely maintain equipment and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, County, State or other legal requirements including but not limited to full compliance with the terms of the applicable OSHA and CalOSHA Safety Orders at all times to protect all persons including the Contractor's employees, agents of the County, vendors, members of the public or others from foreseeable injury or damage to their property. Contractor shall inspect all potential hazards at said facilities and keep a log indicating dates inspected and action taken.

- 10.31.2 It shall be the Contractor's responsibility to inspect, and identify, any conditions(s) that renders any portion of the premises unsafe, as well as any unsafe practices occurring thereon. The County shall be notified immediately of any unsafe condition that requires major correction. Contractor shall be responsible for making minor corrections including but not limited to filling holes in turf areas, using barricades or traffic cones to alert patrons of the existence of hazards, replacing valve box covers, and to protect members of the public or others from injury. During normal hours the Contractor shall obtain emergency medical care for any member of the public

who is in need thereof, because of illness or injury occurring on the premises. Contractor shall cooperate fully with County in the investigation of any accidental injury or death occurring on the premises including a complete written report thereof to the County within five (5) days following the occurrence.

10.32 Non-Interference

Contractor shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.

10.33 Signs/Improvements

Contractor shall not post signs or advertising matter upon the premises or improvements thereon, unless prior approval is obtained from the County.

10.34 National Pollutant Discharge Elimination System

Contractor shall not allow any debris from its operations under this Contract to be deposited into the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System.

10.35 Storage Facilities

The County of Los Angeles Public Library will not provide storage facilities.

10.36 Removal of Debris

All debris derived from the landscape and grounds maintenance services specified herein shall be removed from County of Los Angeles Public Library property and disposed of at the Contractor's expense.

11.0 USE OF COUNTY SEAL OR LETTERHEAD

The Contractor or its employees shall not use or display the official seal, letterhead or name of the County of Los Angeles or County of Los Angeles Public Library on any of its letterheads or communications with any agency or for any other cause.

12.0 PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary (PRS) chart, Technical Exhibit 2, listing required services that will be monitored by the County during the term of this Contract is an important monitoring tool for the County. The chart should:

- Reference section of the contract
- List required services
- Indicate method of monitoring
- Indicate the deductions/fees to be assessed for each service that is not satisfactory

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

When the Contractor's performance does not conform with the requirements of this Contract, the County will have the option to apply the following non-performance remedies:

- Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to Contractor by a computed amount based on the assessment fee(s) in the PRS.

- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

This section does not preclude the County's right to terminate the contract upon ten (10) days written notice with or without cause, as provided for in the Contract, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.41, Termination for Convenience.

ATTACHMENT I

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES AREA 4

SERVICE LOCATIONS

- | | |
|---|--|
| 1. CULVER CITY JULIAN DIXON LIBRARY
4975 Overland Avenue
Culver City, CA 90230 | 6. LENNOX LIBRARY
4359 Lennox Boulevard
Lennox, CA 90304 |
| 2. GRAHAM LIBRARY
1900 E. Firestone Boulevard
Los Angeles, CA 90001 | 7. VIEW PARK LIBRARY
3854 W. 54 TH Street
Los Angeles, CA 90043 |
| 3. HAWTHORNE LIBRARY
12700 S. Grevillea Avenue
Hawthorne, CA 90250 | 8. WEST HOLLYWOOD LIBRARY
715 N. San Vicente Boulevard
West Hollywood, CA 90069 |
| 4. HOLLY PARK ADMINISTRATION
SERVICE CENTER
2150 West 120 th Street
Hawthorne, CA 90250 | 9. WISEBURN LIBRARY
5335 W. 135 th Street
Hawthorne, CA 90250 |
| 5. FLORENCE LIBRARY
1610 E. Florence Avenue
Los Angeles, CA 90001 | 10. WOODCREST LIBRARY
1340 W. 160 th Street
Los Angeles, CA 90044 |

**TECHNICAL EXHIBITS
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES – AREA 4**

TABLE OF CONTENTS

Exhibits

- 1 CONTRACT DISCREPANCY REPORT
- 2 PERFORMANCE REQUIREMENTS SUMMARY CHART

TECHNICAL EXHIBIT 1
CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: Prepared: _____
 Returned by Contractor: _____
 Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

TECHNICAL EXHIBIT 2
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES – AREA 4

Page 1 of 2

Note: This chart covers deduction/fees for contract non-compliance. Sections of the contract may contain deductions for the specific violations not addressed here.

REFERENCE / REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTION / FEE
SOW: 6.3 Contractor's Project Manager	Contractor shall notify the County of any change in name or address of their Project Manager.	Observation, telephone calls and response from manager	\$100 per occurrence.
SOW: 6.8 Contractor's Office	Contractor shall, during the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, assign a designated person employed by Contractor to take necessary action regarding all inquiries and complaints that may be received from County personnel.	Telephone calls to contractor.	\$150 per occurrence.
Contract: 9.1 Compliance with the County's Living Wage Program	Distribute COUNTY provided notices to employees.	Observation.	Enforcement and Remedies as listed in the Living Wage Ordinance.
Contract: 9.1.8 Compliance with the County's Living Wage Program	Any change in staff, contractor is to provide County with a revised staffing plan immediately.	Observation and monthly monitoring report.	\$100 per occurrence, per facility.
SOW: 9.1.3 Compliance with the County's Living Wage Program	Contractor shall submit to the County certified monitoring reports by the 15 th of the month following the reporting period.	Receipt of reports. Date stamp reports when received.	Enforcement and Remedies as listed in the Living Wage Ordinance.
SOW: 3.3 Quality Control	Contractor shall maintain and keep current a report of all periodical, seasonal, additional work and maintenance functions. The report shall be made available to the County upon request, within three (3) business days.	Receipt of report upon request and complaints from library staff.	\$150 per occurrence, per service.
SOW: 3.10 Quality Control	Contractor shall respond to all emergencies within two (2) hours of notification.	Call back from Contractor and/or Library staff.	\$150 per occurrence.
SOW: 3.11 Quality Control	Contractor shall clearly identify and equip each vehicle used with decals identifying Contractor's name and phone number on the exterior right and left front door panels.	Observation	\$150 per occurrence.

TECHNICAL EXHIBIT 2
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES – AREA 4

Page 2 of 2

Note: This chart covers deduction/fees for contract non-compliance. Sections of the contract may contain deductions for the specific violations not addressed here.

REFERENCE / REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTION / FEE
SOW: 3.5 Quality Control	Contractor shall respond to all complaints ASAP, but not longer than 24 hours of notification.	Contractors' response and notification from Library staff.	\$150 per occurrence.
SOW: 8.0 Work Schedules	Contractor to furnish County a work schedule upon award of contract.	Receive of document.	\$100 per occurrence.
SOW: 6.5 Uniforms/Identification	Contractors' employees must wear uniforms with the company name at all times.	Observation	\$50 per occurrence, per employee.
SOW: 10.21 Landscape Maintenance Inspection and reporting	Contractor shall inspect all landscape for any overgrown, dead and/or damage trees and shrubs. Contractor is responsible for reporting and making recommendation for improvement to Contract Monitor.	Inspection, observation and reports from Library staff.	\$100 per occurrence, per facility.
SOW: 10.25 Watering and Irrigation System Management	Inspect backflow device and file a yearly certification, with the County indicating that all backflow prevention device(s) on the irrigation systems are operational in accordance with the requirements established by the County of in accordance with the requirements established by the County of Los Angeles Public Library.	Annual Certification.	\$100 per occurrence, per facility.
SOW: 10.12 Shrub pruning and Hedge Trimming – Operation	All plant materials shall be pruned where necessary to maintain access and safe vehicular and pedestrian visibility and clearance.	Observation, complaints from staff and patrons.	\$150 per occurrence, per facility
SOW: 10.14 Tree trimming/pruning – Operation	All trees shall be trimmed/pruned as scheduled by contractor every 24 months to maintain access and safe vehicular and pedestrian visibility and clearance.	Work schedules, observation, complaints from staff and patrons.	\$500 per occurrence, per facility.
SOW: 6.2.2 Furnished items	Contractor shall be issued any necessary keys which cannot be duplicated.	Request for replacement of key(s).	\$50 per request.

PRICING SCHEDULE

REQUIRED FORMS - EXHIBIT 1A PRICING SCHEDULE

PAGE 1 OF 4

NOTE: COPY THIS FORM AND SUBMIT ONE FOR EACH FACILITY LISTED IN THIS RFP

FACILITY: Culver City Julian Dixon Library

Number of staff assigned to this library and hours of service

Supervisor (s):	<u>1</u>	<u>1</u>	hours per month
Working Supervisor(s):	<u>1</u>	<u>8</u>	hours per month
Grounds Maintenance Worker(s):	<u>1</u>	<u>8</u>	hours per month
Other:	<u> </u>	<u> </u>	hours per month

In accordance with these Specifications, the undersigned Proposer is herewith submitting the following Proposal for the performance of the work as described in these Specifications subject to the Proposer furnishing all materials and equipment necessary, except those specified to be furnished by the County. Task shall be performed with nothing but the highest of standards at no less than the frequencies set forth herein.

I.	MAINTENANCE FUNCTIONS	Annual Frequency	Cost Per Frequency	Annual Cost
1.	Mowing			
	a. General Turf Areas	<u>43</u>	<u>10.00</u>	<u>430.00</u>
	b. Specialized Areas	<u>43</u>	<u>2.00</u>	<u>86.00</u>
2.	Mechanical Edging			
	a. Turf Areas	<u>26</u>	<u>2.00</u>	<u>52.00</u>
	b. Ground Cover	<u>12</u>	<u>10.00</u>	<u>120.00</u>
3.	Chemical Edging			
	a. Turf-detailing general turf areas with Systemic Herbicides	<u>26</u>	<u>10.00</u>	<u>260.00</u>
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped areas, Drainage Areas, Curb and Gutter Expansion	<u>12</u>	<u>10.00</u>	<u>120.00</u>
4.	Litter Control			
	a. Developed Areas	<u>52</u>	<u>5.00</u>	<u>260.00</u>
	b. Undeveloped Areas	<u>52</u>	<u>5.00</u>	<u>260.00</u>

REQUIRED FORMS - EXHIBIT 1A PRICING SCHEDULE

MAINTENANCE FUNCTIONS	Annual Frequency	Cost Per Frequency	Annual Cost
5. Weed Removal			
a. Walkways, Beds, Planters, Ground Cover & Landscape	12	<u>10.00</u>	<u>120.00</u>
b. Bare Areas	12	<u>10.00</u>	<u>120.00</u>
c. Undeveloped Areas	12	<u>50.00</u>	<u>600.00</u>
6. Raking			
a. Turf Under Trees	12	<u>10.00</u>	<u>120.00</u>
b. Planters & Shrub Beds	24	<u>10.00</u>	<u>240.00</u>
7. Clearance Pruning/Hedge Trimming			
d. Tree Safety Clearance/ Tree Pruning	6	<u>10.00</u>	<u>60.00</u>
e. Shrub Safety Clearance Shrub Pruning	6	<u>10.00</u>	<u>60.00</u>
c. Hedge Shaping and Trimming	6	<u>10.00</u>	<u>60.00</u>
8. Tree Trimming/Pruning	Every 24 months		<u>2774.00</u>
9. Hedge Trimming	6	<u>10.00</u>	<u>60.00</u>
10. Sweeping Hard Surfaces, Walks, Steps & Parking Spaces	52	<u>2.00</u>	<u>104.00</u>
11. Aerification, per Specification	2	<u>5.00</u>	<u>10.00</u>
12. Rodent Control per Specification	As Needed	—	—
13. Turf and Plant Fertilization	3	<u>10.00</u>	<u>30.00</u>
14. Site Inspection and Reporting per Requirements	52	<u>3.00</u>	<u>156.00</u>
15. Irrigation/Watering – Manual or Automatic			
a. Valve Box Integrity – replace covers, check for safety & security	52	<u>2.00</u>	<u>104.00</u>
b. Inspect, Operate, Control and make adjustments	52	<u>2.00</u>	<u>104.00</u>

PAGE 2 OF 4

REQUIRED FORMS - EXHIBIT 1A PRICING SCHEDULE

MAINTENANCE FUNCTIONS

**Annual
Frequency**

**Cost Per
Frequency**

**Annual
Cost**

PAGE 3 OF 4

c. Manual watering of Trees,
Turf & Shrubs

As Needed

—

—

d. Backflow Certification

1

50.⁰⁰

50.⁰⁰

e. Flush Irrigation pipelines

As Needed

—

—

TOTAL MAINTENANCE COST PER YEAR:

\$ 5760.⁰⁰

REQUIRED FORMS - EXHIBIT 1A PRICING SCHEDULE

PAGE 4 OF 4

NOTE: COPY THIS FORM AND SUBMIT ONE FOR EACH FACILITY LISTED IN THIS RFP

FACILITY: Culver City Julian Dixon Library

II. AS-NEEDED / REQUESTED MAINTENANCE

COST PER
REQUEST

A. The following cost includes labor and equipment to perform the functions throughout the site:

- | | |
|---|-------------------|
| 1. Aerification | \$ <u>100.00</u> |
| 2. Pruning / Trimming | |
| a. Trees | \$ <u>2800.00</u> |
| b. Shrubs | \$ <u>500.00</u> |
| c. Replanting | \$ <u>500.00</u> |
| 3. Cultivating | \$ <u>250.00</u> |
| 4. Power raking - turf | \$ <u>200.00</u> |
| 5. Repair and replace irrigation equipment | \$ <u>250.00</u> |
| 6. Repair, replace and relocate sprinkler heads | \$ <u>100.00</u> |

B. The following cost includes labor and equipment to perform the functions throughout the site with the Contractor being compensated for the wholesale cost of materials.

- | | |
|--------------------------|-------------------|
| 1. Renovation of turf | \$ <u>200.00</u> |
| 2. Fertilization | |
| a. Turf | \$ <u>100.00</u> |
| b. Trees / Shrubs | \$ <u>100.00</u> |
| 3. Disease Control | |
| a. Turf | \$ <u>100.00</u> |
| b. Trees | \$ <u>900.00</u> |
| c. Shrubs / Ground Cover | \$ <u>200.00</u> |
| 4. Insect Control | |
| a. Turf | \$ <u>200.00</u> |
| b. Trees | \$ <u>1500.00</u> |
| c. Shrubs / Ground Cover | |
| 5. Rodent Control | \$ <u>150.00</u> |

C. The following cost 1,000 square feet includes labor and equipment with the wholesale cost of materials

- | | Initial Cost First
1,000 Square Feet | Each Additional
1,000 Square Feet |
|--|---|--------------------------------------|
| 1. Weed control, turf post emergency
(for broad leaf weeds) | \$ <u>150.00</u> | \$ <u>150.00</u> |
| 2. Reseeding bare areas, turf | \$ <u>150.00</u> | \$ <u>150.00</u> |

REQUIRED FORMS - EXHIBIT 1A PRICING SCHEDULE

PAGE 1 OF 4

NOTE: COPY THIS FORM AND SUBMIT ONE FOR EACH FACILITY LISTED IN THIS RFP

FACILITY: Graham library

Number of staff assigned to this library and hours of service

Supervisor (s):	<u>1</u>	<u>1</u>	hours per month
Working Supervisor(s):	<u>1</u>	<u>4</u>	hours per month
Grounds Maintenance Worker(s):	<u>1</u>	<u>4</u>	hours per month
Other:	<u> </u>	<u> </u>	hours per month

In accordance with these Specifications, the undersigned Proposer is herewith submitting the following Proposal for the performance of the work as described in these Specifications subject to the Proposer furnishing all materials and equipment necessary, except those specified to be furnished by the County. Task shall be performed with nothing but the highest of standards at no less than the frequencies set forth herein.

I.	MAINTENANCE FUNCTIONS	Annual Frequency	Cost Per Frequency	Annual Cost
1.	Mowing			
	a. General Turf Areas	<u>43</u>	<u>30.00</u>	<u>1290.00</u>
	b. Specialized Areas	<u>43</u>	<u>5.00</u>	<u>215.00</u>
2.	Mechanical Edging			
	a. Turf Areas	<u>26</u>	<u>2.00</u>	<u>52.00</u>
	b. Ground Cover	<u>12</u>	<u>5.00</u>	<u>60.00</u>
3.	Chemical Edging			
	a. Turf-detailing general turf areas with Systemic Herbicides	<u>26</u>	<u>5.00</u>	<u>130.00</u>
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped areas, Drainage Areas, Curb and Gutter Expansion	<u>12</u>	<u>5.00</u>	<u>60.00</u>
4.	Litter Control			
	a. Developed Areas	<u>52</u>	<u>5.00</u>	<u>260.00</u>
	b. Undeveloped Areas	<u>52</u>	<u>2.00</u>	<u>104.00</u>

REQUIRED FORMS - EXHIBIT 1A PRICING SCHEDULE

PAGE 2 OF 4

MAINTENANCE FUNCTIONS	Annual Frequency	Cost Per Frequency	Annual Cost
5. Weed Removal			
a. Walkways, Beds, Planters, Ground Cover & Landscape	12	5.00	60.00
b. Bare Areas	12	5.00	60.00
c. Undeveloped Areas	12	5.00	60.00
6. Raking			
a. Turf Under Trees	12	5.00	60.00
b. Planters & Shrub Beds	24	5.00	120.00
7. Clearance Pruning/Hedge Trimming			
d. Tree Safety Clearance/ Tree Pruning	6	5.00	30.00
e. Shrub Safety Clearance Shrub Pruning	6	5.00	30.00
c. Hedge Shaping and Trimming	6	5.00	30.00
8. Tree Trimming/Pruning	Every 24 months		400.00
9. Hedge Trimming	6	5.00	30.00
10. Sweeping Hard Surfaces, Walks, Steps & Parking Spaces	52	1.00	52.00
11. Aerification, per Specification	2	5.00	10.00
12. Rodent Control per Specification	As Needed	-	-
13. Turf and Plant Fertilization	3	5.00	15.00
14. Site Inspection and Reporting per Requirements	52	2.00	104.00
15. Irrigation/Watering – Manual or Automatic			
a. Valve Box Integrity – replace covers, check for safety & security	52	2.00	104.00
b. Inspect, Operate, Control and make adjustments	52	2.00	104.00

REQUIRED FORMS - EXHIBIT 1A PRICING SCHEDULE

MAINTENANCE FUNCTIONS

**Annual
Frequency**

**Cost Per
Frequency**

**Annual
Cost**

PAGE 3 OF 4

c. Manual watering of Trees,
Turf & Shrubs

As Needed

—

—

d. Backflow Certification

1

50.⁰⁰

50.⁰⁰

e. Flush Irrigation pipelines

As Needed

—

—

TOTAL MAINTENANCE COST PER YEAR:

\$ 3490.⁰⁰

**REQUIRED FORMS - EXHIBIT 1A
PRICING SCHEDULE**

PAGE 4 OF 4

NOTE: COPY THIS FORM AND SUBMIT ONE FOR EACH FACILITY LISTED IN THIS RFP

FACILITY: Graham Library

II.	AS-NEEDED / REQUESTED MAINTENANCE	COST PER REQUEST	
A. The following cost includes labor and equipment to perform the functions throughout the site:			
1.	Aerification	\$ <u>100.00</u>	
2.	Pruning / Trimming		
a.	Trees	\$ <u>850.00</u>	
b.	Shrubs	\$ <u>500.00</u>	
c.	Replanting	\$ <u>500.00</u>	
3.	Cultivating	\$ <u>250.00</u>	
4.	Power raking – turf	\$ <u>200.00</u>	
5.	Repair and replace irrigation equipment	\$ <u>250.00</u>	
6.	Repair, replace and relocate sprinkler heads	\$ <u>100.00</u>	
B. The following cost includes labor and equipment to perform the functions throughout the site with the Contractor being compensated for the wholesale cost of materials.			
1.	Renovation of turf	\$ <u>200.00</u>	
2.	Fertilization		
a.	Turf	\$ <u>100.00</u>	
b.	Trees / Shrubs	\$ <u>100.00</u>	
3.	Disease Control		
a.	Turf	\$ <u>100.00</u>	
b.	Trees	\$ <u>800.00</u>	
c.	Shrubs / Ground Cover	\$ <u>100.00</u>	
4.	Insect Control		
a.	Turf	\$ <u>150.00</u>	
b.	Trees	\$ <u>900.00</u>	
c.	Shrubs / Ground Cover		
5.	Rodent Control	\$ <u>150.00</u>	
C. The following cost 1,000 square feet includes labor and equipment with the wholesale cost of materials			
		Initial Cost First 1,000 Square Feet	Each Additional 1,000 Square Feet
1.	Weed control, turf post emergency (for broad leaf weeds)	\$ <u>150.00</u>	\$ <u>150.00</u>
2.	Reseeding bare areas, turf	\$ <u>200.00</u>	\$ <u>200.00</u>

REQUIRED FORMS - EXHIBIT 1A PRICING SCHEDULE

PAGE 1 OF 4

NOTE: COPY THIS FORM AND SUBMIT ONE FOR EACH FACILITY LISTED IN THIS RFP

FACILITY: Hawthorne Library

Number of staff assigned to this library and hours of service

Supervisor (s):	<u>1</u>	<u>1</u>	hours per month
Working Supervisor(s):	<u>1</u>	<u>4</u>	hours per month
Grounds Maintenance Worker(s):	<u>1</u>	<u>4</u>	hours per month
Other:	<u> </u>	<u> </u>	hours per month

In accordance with these Specifications, the undersigned Proposer is herewith submitting the following Proposal for the performance of the work as described in these Specifications subject to the Proposer furnishing all materials and equipment necessary, except those specified to be furnished by the County. Task shall be performed with nothing but the highest of standards at no less than the frequencies set forth herein.

I.	MAINTENANCE FUNCTIONS	Annual Frequency	Cost Per Frequency	Annual Cost
1.	Mowing			
	a. General Turf Areas	<u>43</u>	<u>30.00</u>	<u>1290.00</u>
	b. Specialized Areas	<u>43</u>	<u>—</u>	<u>—</u>
2.	Mechanical Edging			
	a. Turf Areas	<u>26</u>	<u>2.00</u>	<u>52.00</u>
	b. Ground Cover	<u>12</u>	<u>5.00</u>	<u>60.00</u>
3.	Chemical Edging			
	a. Turf-detailing general turf areas with Systemic Herbicides	<u>26</u>	<u>5.00</u>	<u>130.00</u>
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped areas, Drainage Areas, Curb and Gutter Expansion	<u>12</u>	<u>5.00</u>	<u>60.00</u>
4.	Litter Control			
	a. Developed Areas	<u>52</u>	<u>5.00</u>	<u>260.00</u>
	b. Undeveloped Areas	<u>52</u>	<u>2.00</u>	<u>104.00</u>

REQUIRED FORMS - EXHIBIT 1A PRICING SCHEDULE

PAGE 2 OF 4

MAINTENANCE FUNCTIONS	Annual Frequency	Cost Per Frequency	Annual Cost
5. Weed Removal			
a. Walkways, Beds, Planters, Ground Cover & Landscape	12	<u>5.00</u>	<u>600.00</u>
b. Bare Areas	12	<u>5.00</u>	<u>60.00</u>
c. Undeveloped Areas	12	<u>5.00</u>	<u>60.00</u>
6. Raking			
a. Turf Under Trees	12	<u>5.00</u>	<u>60.00</u>
b. Planters & Shrub Beds	24	<u>5.00</u>	<u>120.00</u>
7. Clearance Pruning/Hedge Trimming			
d. Tree Safety Clearance/ Tree Pruning	6	<u>5.00</u>	<u>30.00</u>
e. Shrub Safety Clearance Shrub Pruning	6	<u>5.00</u>	<u>30.00</u>
c. Hedge Shaping and Trimming	6	<u>5.00</u>	<u>30.00</u>
8. Tree Trimming/Pruning	Every 24 months		<u>470.00</u>
9. Hedge Trimming	6	<u>5.00</u>	<u>30.00</u>
10. Sweeping Hard Surfaces, Walks, Steps & Parking Spaces	52	<u>1.00</u>	<u>52.00</u>
11. Aerification, per Specification	2	<u>5.00</u>	<u>10.00</u>
12. Rodent Control per Specification	As Needed	<u>-</u>	<u>-</u>
13. Turf and Plant Fertilization	3	<u>10.00</u>	<u>30.00</u>
14. Site Inspection and Reporting per Requirements	52	<u>2.00</u>	<u>104.00</u>
15. Irrigation/Watering – Manual or Automatic			
a. Valve Box Integrity – replace covers, check for safety & security	52	<u>2.00</u>	<u>104.00</u>
b. Inspect, Operate, Control and make adjustments	52	<u>2.00</u>	<u>104.00</u>

REQUIRED FORMS - EXHIBIT 1A PRICING SCHEDULE

MAINTENANCE FUNCTIONS	Annual Frequency	Cost Per Frequency	Annual Cost
c. Manual watering of Trees, Turf & Shrubs	<u>As Needed</u>	<u>-</u>	<u>-</u>
d. Backflow Certification	<u>1</u>	<u>50.00</u>	<u>50.00</u>
e. Flush Irrigation pipelines	<u>As Needed</u>	<u>-</u>	<u>-</u>

PAGE 3 OF 4

TOTAL MAINTENANCE COST PER YEAR:

\$ 3360.00

REQUIRED FORMS - EXHIBIT 1A PRICING SCHEDULE

PAGE 4 OF 4

NOTE: COPY THIS FORM AND SUBMIT ONE FOR EACH FACILITY LISTED IN THIS RFP

FACILITY: Hawthorne Library

**COST PER
REQUEST**

II. AS-NEEDED / REQUESTED MAINTENANCE

A. The following cost includes labor and equipment to perform the functions throughout the site:

- | | |
|---|------------------|
| 1. Aerification | \$ <u>250.00</u> |
| 2. Pruning / Trimming | |
| a. Trees | \$ <u>850.00</u> |
| b. Shrubs | \$ <u>200.00</u> |
| c. Replanting | \$ <u>200.00</u> |
| 3. Cultivating | \$ <u>200.00</u> |
| 4. Power raking – turf | \$ <u>250.00</u> |
| 5. Repair and replace irrigation equipment | \$ <u>250.00</u> |
| 6. Repair, replace and relocate sprinkler heads | \$ <u>100.00</u> |

B. The following cost includes labor and equipment to perform the functions throughout the site with the Contractor being compensated for the wholesale cost of materials.

- | | |
|--------------------------|------------------|
| 1. Renovation of turf | \$ <u>850.00</u> |
| 2. Fertilization | |
| a. Turf | \$ <u>100.00</u> |
| b. Trees / Shrubs | \$ <u>200.00</u> |
| 3. Disease Control | |
| a. Turf | \$ <u>100.00</u> |
| b. Trees | \$ <u>900.00</u> |
| c. Shrubs / Ground Cover | \$ <u>100.00</u> |
| 4. Insect Control | |
| a. Turf | \$ <u>200.00</u> |
| b. Trees | \$ <u>250.00</u> |
| c. Shrubs / Ground Cover | |
| 5. Rodent Control | \$ <u>150.00</u> |

C. The following cost 1,000 square feet includes labor and equipment with the wholesale cost of materials

- | | Initial Cost First
1,000 Square Feet | Each Additional
1,000 Square Feet |
|--|---|--------------------------------------|
| 1. Weed control, turf post emergency
(for broad leaf weeds) | \$ <u>150.00</u> | \$ <u>150.00</u> |
| 2. Reseeding bare areas, turf | \$ <u>150.00</u> | \$ <u>150.00</u> |

REQUIRED FORMS - EXHIBIT 1A PRICING SCHEDULE

PAGE 1 OF 4

NOTE: COPY THIS FORM AND SUBMIT ONE FOR EACH FACILITY LISTED IN THIS RFP

FACILITY: Holly Park Administration Service Center

Number of staff assigned to this library and hours of service

Supervisor (s):	<u>1</u>	<u>1</u>	hours per month
Working Supervisor(s):	<u>1</u>	<u>4</u>	hours per month
Grounds Maintenance Worker(s):	<u>1</u>	<u>4</u>	hours per month
Other:	<u> </u>	<u> </u>	hours per month

In accordance with these Specifications, the undersigned Proposer is herewith submitting the following Proposal for the performance of the work as described in these Specifications subject to the Proposer furnishing all materials and equipment necessary, except those specified to be furnished by the County. Task shall be performed with nothing but the highest of standards at no less than the frequencies set forth herein.

I.	MAINTENANCE FUNCTIONS	Annual Frequency	Cost Per Frequency	Annual Cost
1.	Mowing			
	a. General Turf Areas	<u>43</u>	<u>30.00</u>	<u>1290.00</u>
	b. Specialized Areas	<u>43</u>	<u>—</u>	<u>—</u>
2.	Mechanical Edging			
	a. Turf Areas	<u>26</u>	<u>2.00</u>	<u>52.00</u>
	b. Ground Cover	<u>12</u>	<u>5.00</u>	<u>60.00</u>
3.	Chemical Edging			
	a. Turf-detailing general turf areas with Systemic Herbicides	<u>26</u>	<u>5.00</u>	<u>130.00</u>
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped areas, Drainage Areas, Curb and Gutter Expansion	<u>12</u>	<u>5.00</u>	<u>60.00</u>
4.	Litter Control			
	a. Developed Areas	<u>52</u>	<u>5.00</u>	<u>260.00</u>
	b. Undeveloped Areas	<u>52</u>	<u>2.00</u>	<u>104.00</u>

REQUIRED FORMS - EXHIBIT 1A PRICING SCHEDULE

PAGE 2 OF 4

MAINTENANCE FUNCTIONS	Annual Frequency	Cost Per Frequency	Annual Cost
5. Weed Removal			
a. Walkways, Beds, Planters, Ground Cover & Landscape	12	5.00	600.00
b. Bare Areas	12	5.00	600.00
c. Undeveloped Areas	12	5.00	600.00
6. Raking			
a. Turf Under Trees	12	5.00	600.00
b. Planters & Shrub Beds	24	5.00	1200.00
7. Clearance Pruning/Hedge Trimming			
d. Tree Safety Clearance/ Tree Pruning	6	5.00	30.00
e. Shrub Safety Clearance Shrub Pruning	6	5.00	30.00
c. Hedge Shaping and Trimming	6	5.00	30.00
8. Tree Trimming/Pruning	Every 24 months		480.00
9. Hedge Trimming	6	5.00	30.00
10. Sweeping Hard Surfaces, Walks, Steps & Parking Spaces	52	1.00	52.00
11. Aerification, per Specification	2	5.00	10.00
12. Rodent Control per Specification	As Needed	-	-
13. Turf and Plant Fertilization	3	10.00	30.00
14. Site Inspection and Reporting per Requirements	52	2.00	104.00
15. Irrigation/Watering - Manual or Automatic			
a. Valve Box Integrity - replace covers, check for safety & security	52	2.00	104.00
b. Inspect, Operate, Control and make adjustments	52	2.00	104.00

REQUIRED FORMS - EXHIBIT 1A PRICING SCHEDULE

MAINTENANCE FUNCTIONS

**Annual
Frequency**

**Cost Per
Frequency**

**Annual
Cost**

PAGE 3 OF 4

c. Manual watering of Trees,
Turf & Shrubs

As Needed

—

—

d. Backflow Certification

1

50.00

50.00

e. Flush Irrigation pipelines

As Needed

—

—

TOTAL MAINTENANCE COST PER YEAR:

\$ 3370.00

REQUIRED FORMS - EXHIBIT 1A PRICING SCHEDULE

PAGE 4 OF 4

NOTE: COPY THIS FORM AND SUBMIT ONE FOR EACH FACILITY LISTED IN THIS RFP

FACILITY: Holly Park Administration Service Center

II. AS-NEEDED / REQUESTED MAINTENANCE

COST PER
REQUEST

A. The following cost includes labor and equipment to perform the functions throughout the site:

- | | |
|---|-------------------|
| 1. Aerification | \$ <u>100.00</u> |
| 2. Pruning / Trimming | |
| a. Trees | \$ <u>2500.00</u> |
| b. Shrubs | \$ <u>500.00</u> |
| c. Replanting | \$ <u>500.00</u> |
| 3. Cultivating | \$ <u>100.00</u> |
| 4. Power raking - turf | \$ <u>200.00</u> |
| 5. Repair and replace irrigation equipment | \$ <u>200.00</u> |
| 6. Repair, replace and relocate sprinkler heads | \$ <u>100.00</u> |

B. The following cost includes labor and equipment to perform the functions throughout the site with the Contractor being compensated for the wholesale cost of materials.

- | | |
|--------------------------|------------------|
| 1. Renovation of turf | \$ <u>200.00</u> |
| 2. Fertilization | |
| a. Turf | \$ <u>100.00</u> |
| b. Trees / Shrubs | \$ <u>100.00</u> |
| 3. Disease Control | |
| a. Turf | \$ <u>100.00</u> |
| b. Trees | \$ <u>850.00</u> |
| c. Shrubs / Ground Cover | \$ <u>150.00</u> |
| 4. Insect Control | |
| a. Turf | \$ <u>200.00</u> |
| b. Trees | \$ <u>490.00</u> |
| c. Shrubs / Ground Cover | |
| 5. Rodent Control | \$ <u>150.00</u> |

C. The following cost 1,000 square feet includes labor and equipment with the wholesale cost of materials

- | | Initial Cost First
1,000 Square Feet | Each Additional
1,000 Square Feet |
|--|---|--------------------------------------|
| 1. Weed control, turf post emergency
(for broad leaf weeds) | \$ <u>150.00</u> | \$ <u>150.00</u> |
| 2. Reseeding bare areas, turf | \$ <u>150.00</u> | \$ <u>150.00</u> |

REQUIRED FORMS - EXHIBIT 1A PRICING SCHEDULE

PAGE 1 OF 4

NOTE: COPY THIS FORM AND SUBMIT ONE FOR EACH FACILITY LISTED IN THIS RFP

FACILITY: Florence Library

Number of staff assigned to this library and hours of service

Supervisor (s):	<u>1</u>	<u>1</u>	hours per month
Working Supervisor(s):	<u>1</u>	<u>4</u>	hours per month
Grounds Maintenance Worker(s):	<u>1</u>	<u>4</u>	hours per month
Other:	<u> </u>	<u> </u>	hours per month

In accordance with these Specifications, the undersigned Proposer is herewith submitting the following Proposal for the performance of the work as described in these Specifications subject to the Proposer furnishing all materials and equipment necessary, except those specified to be furnished by the County. Task shall be performed with nothing but the highest of standards at no less than the frequencies set forth herein.

I.	MAINTENANCE FUNCTIONS	Annual Frequency	Cost Per Frequency	Annual Cost
1.	Mowing			
	a. General Turf Areas	<u>43</u>	<u>—</u>	<u>—</u>
	b. Specialized Areas	<u>43</u>	<u>—</u>	<u>—</u>
2.	Mechanical Edging			
	a. Turf Areas	<u>26</u>	<u>—</u>	<u>—</u>
	b. Ground Cover	<u>12</u>	<u>20.00</u>	<u>240.00</u>
3.	Chemical Edging			
	a. Turf-detailing general turf areas with Systemic Herbicides	<u>26</u>	<u>—</u>	<u>—</u>
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped areas, Drainage Areas, Curb and Gutter Expansion	<u>12</u>	<u>20.00</u>	<u>240.00</u>
4.	Litter Control			
	a. Developed Areas	<u>52</u>	<u>10.00</u>	<u>520.00</u>
	b. Undeveloped Areas	<u>52</u>	<u>10.00</u>	<u>520.00</u>

REQUIRED FORMS - EXHIBIT 1A PRICING SCHEDULE

PAGE 2 OF 4

MAINTENANCE FUNCTIONS	Annual Frequency	Cost Per Frequency	Annual Cost
5. Weed Removal			
a. Walkways, Beds, Planters, Ground Cover & Landscape	12	10.00	120.00
b. Bare Areas	12	10.00	120.00
c. Undeveloped Areas	12	10.00	120.00
6. Raking			
a. Turf Under Trees	12	-	-
b. Planters & Shrub Beds	24	10.00	240.00
7. Clearance Pruning/Hedge Trimming			
d. Tree Safety Clearance/ Tree Pruning	6	10.00	60.00
e. Shrub Safety Clearance Shrub Pruning	6	10.00	60.00
c. Hedge Shaping and Trimming	6	10.00	60.00
8. Tree Trimming/Pruning	Every 24 months		100.00
9. Hedge Trimming	6	10.00	60.00
10. Sweeping Hard Surfaces, Walks, Steps & Parking Spaces	52	5.00	260.00
11. Aerification, per Specification	2	-	-
12. Rodent Control per Specification	As Needed	-	-
13. Turf and Plant Fertilization	3	10.00	30.00
14. Site Inspection and Reporting per Requirements	52	2.00	104.00
15. Irrigation/Watering – Manual or Automatic			
a. Valve Box Integrity – replace covers, check for safety & security	52	2.00	104.00
b. Inspect, Operate, Control and make adjustments	52	2.00	104.00

REQUIRED FORMS - EXHIBIT 1A PRICING SCHEDULE

MAINTENANCE FUNCTIONS

**Annual
Frequency**

**Cost Per
Frequency**

**Annual
Cost**

PAGE 3 OF 4

c. Manual watering of Trees,
Turf & Shrubs

As Needed

—

—

d. Backflow Certification

1

50.⁰⁰

50.⁰⁰

e. Flush Irrigation pipelines

As Needed

—

—

TOTAL MAINTENANCE COST PER YEAR:

\$ 3112.⁰⁰

REQUIRED FORMS - EXHIBIT 1A PRICING SCHEDULE

PAGE 4 OF 4

NOTE: COPY THIS FORM AND SUBMIT ONE FOR EACH FACILITY LISTED IN THIS RFP

FACILITY: Florence Library

COST PER
REQUEST

II. AS-NEEDED / REQUESTED MAINTENANCE

A. The following cost includes labor and equipment to perform the functions throughout the site:

- | | | |
|---|----|---------------|
| 1. Aerification | \$ | <u>—</u> |
| 2. Pruning / Trimming | | |
| a. Trees | \$ | <u>150.00</u> |
| b. Shrubs | \$ | <u>100.00</u> |
| c. Replanting | \$ | <u>400.00</u> |
| 3. Cultivating | \$ | <u>100.00</u> |
| 4. Power raking – turf | \$ | <u>—</u> |
| 5. Repair and replace irrigation equipment | \$ | <u>200.00</u> |
| 6. Repair, replace and relocate sprinkler heads | \$ | <u>100.00</u> |

B. The following cost includes labor and equipment to perform the functions throughout the site with the Contractor being compensated for the wholesale cost of materials.

- | | | |
|--------------------------|----|---------------|
| 1. Renovation of turf | \$ | <u>—</u> |
| 2. Fertilization | | |
| a. Turf | \$ | <u>—</u> |
| b. Trees / Shrubs | \$ | <u>100.00</u> |
| 3. Disease Control | | |
| a. Turf | \$ | <u>—</u> |
| b. Trees | \$ | <u>450.00</u> |
| c. Shrubs / Ground Cover | \$ | <u>200.00</u> |
| 4. Insect Control | | |
| a. Turf | \$ | <u>—</u> |
| b. Trees | \$ | <u>200.00</u> |
| c. Shrubs / Ground Cover | | |
| 5. Rodent Control | \$ | <u>150.00</u> |

C. The following cost 1,000 square feet includes labor and equipment with the wholesale cost of materials

- | | Initial Cost First
1,000 Square Feet | Each Additional
1,000 Square Feet |
|--|---|--------------------------------------|
| 1. Weed control, turf post emergency
(for broad leaf weeds) | \$ <u>150.00</u> | \$ <u>150.00</u> |
| 2. Reseeding bare areas, turf | \$ <u>150.00</u> | \$ <u>150.00</u> |

REQUIRED FORMS - EXHIBIT 1A PRICING SCHEDULE

PAGE 1 OF 4

NOTE: COPY THIS FORM AND SUBMIT ONE FOR EACH FACILITY LISTED IN THIS RFP

FACILITY: Lennox Library

Number of staff assigned to this library and hours of service

Supervisor (s):	<u>1</u>	<u>1</u>	hours per month
Working Supervisor(s):	<u>1</u>	<u>4</u>	hours per month
Grounds Maintenance Worker(s):	<u>1</u>	<u>4</u>	hours per month
Other:	<u> </u>	<u> </u>	hours per month

In accordance with these Specifications, the undersigned Proposer is herewith submitting the following Proposal for the performance of the work as described in these Specifications subject to the Proposer furnishing all materials and equipment necessary, except those specified to be furnished by the County. Task shall be performed with nothing but the highest of standards at no less than the frequencies set forth herein.

I.	MAINTENANCE FUNCTIONS	Annual Frequency	Cost Per Frequency	Annual Cost
1.	Mowing			
	a. General Turf Areas	<u>43</u>	<u>20.00</u>	<u>860.00</u>
	b. Specialized Areas	<u>43</u>	<u>2.00</u>	<u>86.00</u>
2.	Mechanical Edging			
	a. Turf Areas	<u>26</u>	<u>5.00</u>	<u>130.00</u>
	b. Ground Cover	<u>12</u>	<u>5.00</u>	<u>60.00</u>
3.	Chemical Edging			
	a. Turf-detailing general turf areas with Systemic Herbicides	<u>26</u>	<u>5.00</u>	<u>130.00</u>
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped areas, Drainage Areas, Curb and Gutter Expansion	<u>12</u>	<u>5.00</u>	<u>60.00</u>
4.	Litter Control			
	a. Developed Areas	<u>52</u>	<u>5.00</u>	<u>260.00</u>
	b. Undeveloped Areas	<u>52</u>	<u>5.00</u>	<u>260.00</u>

REQUIRED FORMS - EXHIBIT 1A PRICING SCHEDULE

PAGE 2 OF 4

MAINTENANCE FUNCTIONS	Annual Frequency	Cost Per Frequency	Annual Cost
5. Weed Removal			
a. Walkways, Beds, Planters, Ground Cover & Landscape	12	10.00	120.00
b. Bare Areas	12	10.00	120.00
c. Undeveloped Areas	12	10.00	120.00
6. Raking			
a. Turf Under Trees	12	5.00	60.00
b. Planters & Shrub Beds	24	5.00	120.00
7. Clearance Pruning/Hedge Trimming			
d. Tree Safety Clearance/ Tree Pruning	6	—	—
e. Shrub Safety Clearance Shrub Pruning	6	10.00	60.00
c. Hedge Shaping and Trimming	6	10.00	60.00
8. Tree Trimming/Pruning	Every 24 months	—	—
9. Hedge Trimming	6	20.00	120.00
10. Sweeping Hard Surfaces, Walks, Steps & Parking Spaces	52	5.00	260.00
11. Aerification, per Specification	2	20.00	40.00
12. Rodent Control per Specification	As Needed	—	—
13. Turf and Plant Fertilization	3	25.00	75.00
14. Site Inspection and Reporting per Requirements	52	2.00	104.00
15. Irrigation/Watering – Manual or Automatic			
a. Valve Box Integrity – replace covers, check for safety & security	52	2.00	104.00
b. Inspect, Operate, Control and make adjustments	52	2.00	104.00

REQUIRED FORMS - EXHIBIT 1A PRICING SCHEDULE

MAINTENANCE FUNCTIONS

Annual Frequency

Cost Per Frequency

Annual Cost

PAGE 3 OF 4

c. Manual watering of Trees,
Turf & Shrubs

As Needed

—

—

d. Backflow Certification

1

50.⁰⁰

50.⁰⁰

e. Flush Irrigation pipelines

As Needed

—

—

TOTAL MAINTENANCE COST PER YEAR:

\$ 3363.⁰⁰

REQUIRED FORMS - EXHIBIT 1A PRICING SCHEDULE

PAGE 4 OF 4

NOTE: COPY THIS FORM AND SUBMIT ONE FOR EACH FACILITY LISTED IN THIS RFP

FACILITY: Lennox Library

COST PER
REQUEST

II. AS-NEEDED / REQUESTED MAINTENANCE

A. The following cost includes labor and equipment to perform the functions throughout the site:

- | | |
|---|------------------|
| 1. Aerification | \$ <u>200.00</u> |
| 2. Pruning / Trimming | |
| a. Trees | \$ <u>200.00</u> |
| b. Shrubs | \$ <u>—</u> |
| c. Replanting | \$ <u>250.00</u> |
| 3. Cultivating | \$ <u>200.00</u> |
| 4. Power raking – turf | \$ <u>200.00</u> |
| 5. Repair and replace irrigation equipment | \$ <u>250.00</u> |
| 6. Repair, replace and relocate sprinkler heads | \$ <u>200.00</u> |

B. The following cost includes labor and equipment to perform the functions throughout the site with the Contractor being compensated for the wholesale cost of materials.

- | | |
|--------------------------|-------------------|
| 1. Renovation of turf | \$ <u>4600.00</u> |
| 2. Fertilization | |
| a. Turf | \$ <u>100.00</u> |
| b. Trees / Shrubs | \$ <u>—</u> |
| 3. Disease Control | |
| a. Turf | \$ <u>200.00</u> |
| b. Trees | \$ <u>—</u> |
| c. Shrubs / Ground Cover | \$ <u>200.00</u> |
| 4. Insect Control | |
| a. Turf | \$ <u>250.00</u> |
| b. Trees | \$ <u>—</u> |
| c. Shrubs / Ground Cover | |
| 5. Rodent Control | \$ <u>150.00</u> |

C. The following cost 1,000 square feet includes labor and equipment with the wholesale cost of materials

- | | Initial Cost First
1,000 Square Feet | Each Additional
1,000 Square Feet |
|--|---|--------------------------------------|
| 1. Weed control, turf post emergency
(for broad leaf weeds) | \$ <u>150.00</u> | \$ <u>150.00</u> |
| 2. Reseeding bare areas, turf | \$ <u>150.00</u> | \$ <u>150.00</u> |

REQUIRED FORMS - EXHIBIT 1A PRICING SCHEDULE

PAGE 1 OF 4

NOTE: COPY THIS FORM AND SUBMIT ONE FOR EACH FACILITY LISTED IN THIS RFP

FACILITY: View Park Library

Number of staff assigned to this library and hours of service

Supervisor (s):	<u>1</u>	<u>1</u>	hours per month
Working Supervisor(s):	<u>1</u>	<u>8</u>	hours per month
Grounds Maintenance Worker(s):	<u>1</u>	<u>8</u>	hours per month
Other:	<u> </u>	<u> </u>	hours per month

In accordance with these Specifications, the undersigned Proposer is herewith submitting the following Proposal for the performance of the work as described in these Specifications subject to the Proposer furnishing all materials and equipment necessary, except those specified to be furnished by the County. Task shall be performed with nothing but the highest of standards at no less than the frequencies set forth herein.

I.	MAINTENANCE FUNCTIONS	Annual Frequency	Cost Per Frequency	Annual Cost
1.	Mowing			
	a. General Turf Areas	<u>43</u>	<u>30.00</u>	<u>1290.00</u>
	b. Specialized Areas	<u>43</u>	<u>10.00</u>	<u>430.00</u>
2.	Mechanical Edging			
	a. Turf Areas	<u>26</u>	<u>5.00</u>	<u>130.00</u>
	b. Ground Cover	<u>12</u>	<u>10.00</u>	<u>120.00</u>
3.	Chemical Edging			
	a. Turf-detailing general turf areas with Systemic Herbicides	<u>26</u>	<u>10.00</u>	<u>260.00</u>
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped areas, Drainage Areas, Curb and Gutter Expansion	<u>12</u>	<u>10.00</u>	<u>120.00</u>
4.	Litter Control			
	a. Developed Areas	<u>52</u>	<u>10.00</u>	<u>520.00</u>
	b. Undeveloped Areas	<u>52</u>	<u>4.00</u>	<u>208.00</u>

REQUIRED FORMS - EXHIBIT 1A PRICING SCHEDULE

MAINTENANCE FUNCTIONS	Annual Frequency	Cost Per Frequency	Annual Cost
PAGE 2 OF 4			
5. Weed Removal			
a. Walkways, Beds, Planters, Ground Cover & Landscape	12	10.00	120.00
b. Bare Areas	12	10.00	120.00
c. Undeveloped Areas	12	10.00	120.00
6. Raking			
a. Turf Under Trees	12	10.00	120.00
b. Planters & Shrub Beds	24	10.00	240.00
7. Clearance Pruning/Hedge Trimming			
d. Tree Safety Clearance/ Tree Pruning	6	5.00	30.00
e. Shrub Safety Clearance Shrub Pruning	6	10.00	60.00
c. Hedge Shaping and Trimming	6	10.00	60.00
8. Tree Trimming/Pruning	Every 24 months		1054.00
9. Hedge Trimming	6	10.00	60.00
10. Sweeping Hard Surfaces, Walks, Steps & Parking Spaces	52	2.00	104.00
11. Aerification, per Specification	2	5.00	10.00
12. Rodent Control per Specification	As Needed	-	-
13. Turf and Plant Fertilization	3	10.00	30.00
14. Site Inspection and Reporting per Requirements	52	4.00	208.00
15. Irrigation/Watering – Manual or Automatic			
a. Valve Box Integrity – replace covers, check for safety & security	52	4.00	208.00
b. Inspect, Operate, Control and make adjustments	52	4.00	208.00

REQUIRED FORMS - EXHIBIT 1A PRICING SCHEDULE

MAINTENANCE FUNCTIONS

**Annual
Frequency**

**Cost Per
Frequency**

**Annual
Cost**

PAGE 3 OF 4

c. Manual watering of Trees,
Turf & Shrubs

As Needed

-

-

d. Backflow Certification

1

50.⁰⁰

50.⁰⁰

e. Flush Irrigation pipelines

As Needed

-

-

TOTAL MAINTENANCE COST PER YEAR:

\$ 5880.⁰⁰

REQUIRED FORMS - EXHIBIT 1A PRICING SCHEDULE

PAGE 4 OF 4

NOTE: COPY THIS FORM AND SUBMIT ONE FOR EACH FACILITY LISTED IN THIS RFP

FACILITY: View Park Library

II. AS-NEEDED / REQUESTED MAINTENANCE

COST PER
REQUEST

A. The following cost includes labor and equipment to perform the functions throughout the site:

- | | |
|---|------------------|
| 1. Aerification | \$ <u>100.00</u> |
| 2. Pruning / Trimming | |
| a. Trees | \$ <u>950.00</u> |
| b. Shrubs | \$ <u>150.00</u> |
| c. Replanting | \$ <u>200.00</u> |
| 3. Cultivating | \$ <u>100.00</u> |
| 4. Power raking - turf | \$ <u>200.00</u> |
| 5. Repair and replace irrigation equipment | \$ <u>200.00</u> |
| 6. Repair, replace and relocate sprinkler heads | \$ <u>100.00</u> |

B. The following cost includes labor and equipment to perform the functions throughout the site with the Contractor being compensated for the wholesale cost of materials.

- | | |
|--------------------------|------------------|
| 1. Renovation of turf | \$ <u>460.00</u> |
| 2. Fertilization | |
| a. Turf | \$ <u>100.00</u> |
| b. Trees / Shrubs | \$ <u>250.00</u> |
| 3. Disease Control | |
| a. Turf | \$ <u>150.00</u> |
| b. Trees | \$ <u>490.00</u> |
| c. Shrubs / Ground Cover | \$ <u>200.00</u> |
| 4. Insect Control | |
| a. Turf | \$ <u>100.00</u> |
| b. Trees | \$ <u>900.00</u> |
| c. Shrubs / Ground Cover | |
| 5. Rodent Control | \$ <u>150.00</u> |

C. The following cost 1,000 square feet includes labor and equipment with the wholesale cost of materials

- | | Initial Cost First
1,000 Square Feet | Each Additional
1,000 Square Feet |
|--|---|--------------------------------------|
| 1. Weed control, turf post emergency
(for broad leaf weeds) | \$ <u>150.00</u> | \$ <u>150.00</u> |
| 2. Reseeding bare areas, turf | \$ <u>150.00</u> | \$ <u>150.00</u> |

REQUIRED FORMS - EXHIBIT 1A PRICING SCHEDULE

PAGE 1 OF 4

NOTE: COPY THIS FORM AND SUBMIT ONE FOR EACH FACILITY LISTED IN THIS RFP

FACILITY: West Hollywood Library

Number of staff assigned to this library and hours of service

Supervisor (s):	<u>1</u>	<u>1</u>	hours per month
Working Supervisor(s):	<u>1</u>	<u>4</u>	hours per month
Grounds Maintenance Worker(s):	<u>1</u>	<u>4</u>	hours per month
Other:	<u> </u>	<u> </u>	hours per month

In accordance with these Specifications, the undersigned Proposer is herewith submitting the following Proposal for the performance of the work as described in these Specifications subject to the Proposer furnishing all materials and equipment necessary, except those specified to be furnished by the County. Task shall be performed with nothing but the highest of standards at no less than the frequencies set forth herein.

I.	MAINTENANCE FUNCTIONS	Annual Frequency	Cost Per Frequency	Annual Cost
1.	Mowing			
	a. General Turf Areas	<u>43</u>	<u>10.00</u>	<u>430.00</u>
	b. Specialized Areas	<u>43</u>	<u>10.00</u>	<u>430.00</u>
2.	Mechanical Edging			
	a. Turf Areas	<u>26</u>	<u>5.00</u>	<u>130.00</u>
	b. Ground Cover	<u>12</u>	<u>5.00</u>	<u>60.00</u>
3.	Chemical Edging			
	a. Turf-detailing general turf areas with Systemic Herbicides	<u>26</u>	<u>10.00</u>	<u>260.00</u>
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped areas, Drainage Areas, Curb and Gutter Expansion	<u>12</u>	<u>10.00</u>	<u>120.00</u>
4.	Litter Control			
	a. Developed Areas	<u>52</u>	<u>10.00</u>	<u>520.00</u>
	b. Undeveloped Areas	<u>52</u>	<u>2.00</u>	<u>104.00</u>

REQUIRED FORMS - EXHIBIT 1A PRICING SCHEDULE

MAINTENANCE FUNCTIONS	Annual Frequency	Cost Per Frequency	Annual Cost
PAGE 2 OF 4			
5. Weed Removal			
a. Walkways, Beds, Planters, Ground Cover & Landscape	12	5.00	60.00
b. Bare Areas	12	5.00	60.00
c. Undeveloped Areas	12	5.00	60.00
6. Raking			
a. Turf Under Trees	12	5.00	60.00
b. Planters & Shrub Beds	24	5.00	120.00
7. Clearance Pruning/Hedge Trimming			
d. Tree Safety Clearance/ Tree Pruning	6	5.00	30.00
e. Shrub Safety Clearance Shrub Pruning	6	5.00	30.00
c. Hedge Shaping and Trimming	6	5.00	30.00
8. Tree Trimming/Pruning	Every 24 months		650.00
9. Hedge Trimming	6	5.00	30.00
10. Sweeping Hard Surfaces, Walks, Steps & Parking Spaces	52	1.00	52.00
11. Aerification, per Specification	2	5.00	10.00
12. Rodent Control per Specification	As Needed	-	-
13. Turf and Plant Fertilization	3	10.00	30.00
14. Site Inspection and Reporting per Requirements	52	2.00	104.00
15. Irrigation/Watering - Manual or Automatic			
a. Valve Box Integrity - replace covers, check for safety & security	52	2.00	104.00
b. Inspect, Operate, Control and make adjustments	52	2.00	104.00

REQUIRED FORMS - EXHIBIT 1A PRICING SCHEDULE

MAINTENANCE FUNCTIONS

Annual Frequency

Cost Per Frequency

Annual Cost

PAGE 3 OF 4

c. Manual watering of Trees,
Turf & Shrubs

As Needed

-

-

d. Backflow Certification

1

50.⁰⁰

50.⁰⁰

e. Flush Irrigation pipelines

As Needed

-

-

TOTAL MAINTENANCE COST PER YEAR:

\$ 3778.⁰⁰

REQUIRED FORMS - EXHIBIT 1A PRICING SCHEDULE

PAGE 4 OF 4

NOTE: COPY THIS FORM AND SUBMIT ONE FOR EACH FACILITY LISTED IN THIS RFP

FACILITY: West Hollywood library

II. AS-NEEDED / REQUESTED MAINTENANCE

**COST PER
REQUEST**

A. The following cost includes labor and equipment to perform the functions throughout the site:

- | | |
|---|------------------|
| 1. Aerification | \$ <u>100.00</u> |
| 2. Pruning / Trimming | |
| a. Trees | \$ <u>820.00</u> |
| b. Shrubs | \$ <u>200.00</u> |
| c. Replanting | \$ <u>200.00</u> |
| 3. Cultivating | \$ <u>100.00</u> |
| 4. Power raking - turf | \$ <u>200.00</u> |
| 5. Repair and replace irrigation equipment | \$ <u>200.00</u> |
| 6. Repair, replace and relocate sprinkler heads | \$ <u>100.00</u> |

B. The following cost includes labor and equipment to perform the functions throughout the site with the Contractor being compensated for the wholesale cost of materials.

- | | |
|--------------------------|------------------|
| 1. Renovation of turf | \$ <u>400.00</u> |
| 2. Fertilization | |
| a. Turf | \$ <u>100.00</u> |
| b. Trees / Shrubs | \$ <u>250.00</u> |
| 3. Disease Control | |
| a. Turf | \$ <u>100.00</u> |
| b. Trees | \$ <u>820.00</u> |
| c. Shrubs / Ground Cover | \$ <u>200.00</u> |
| 4. Insect Control | |
| a. Turf | \$ <u>200.00</u> |
| b. Trees | \$ <u>490.00</u> |
| c. Shrubs / Ground Cover | |
| 5. Rodent Control | \$ <u>150.00</u> |

C. The following cost 1,000 square feet includes labor and equipment with the wholesale cost of materials

- | | Initial Cost First
1,000 Square Feet | Each Additional
1,000 Square Feet |
|--|---|--------------------------------------|
| 1. Weed control, turf post emergency
(for broad leaf weeds) | \$ <u>150.00</u> | \$ <u>150.00</u> |
| 2. Reseeding bare areas, turf | \$ <u>150.00</u> | \$ <u>150.00</u> |

REQUIRED FORMS - EXHIBIT 1A PRICING SCHEDULE

PAGE 1 OF 4

NOTE: COPY THIS FORM AND SUBMIT ONE FOR EACH FACILITY LISTED IN THIS RFP

FACILITY: Wiseburn Library

Number of staff assigned to this library and hours of service

Supervisor (s):	<u>1</u>	<u>1</u>	hours per month
Working Supervisor(s):	<u>1</u>	<u>4</u>	hours per month
Grounds Maintenance Worker(s):	<u>1</u>	<u>4</u>	hours per month
Other:	<u> </u>	<u> </u>	hours per month

In accordance with these Specifications, the undersigned Proposer is herewith submitting the following Proposal for the performance of the work as described in these Specifications subject to the Proposer furnishing all materials and equipment necessary, except those specified to be furnished by the County. Task shall be performed with nothing but the highest of standards at no less than the frequencies set forth herein.

I.	MAINTENANCE FUNCTIONS	Annual Frequency	Cost Per Frequency	Annual Cost
1.	Mowing			
	a. General Turf Areas	<u>43</u>	<u>—</u>	<u>—</u>
	b. Specialized Areas	<u>43</u>	<u>—</u>	<u>—</u>
2.	Mechanical Edging			
	a. Turf Areas	<u>26</u>	<u>—</u>	<u>—</u>
	b. Ground Cover	<u>12</u>	<u>30.00</u>	<u>360.00</u>
3.	Chemical Edging			
	a. Turf-detailing general turf areas with Systemic Herbicides	<u>26</u>	<u>—</u>	<u>—</u>
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped areas, Drainage Areas, Curb and Gutter Expansion	<u>12</u>	<u>30.00</u>	<u>360.00</u>
4.	Litter Control			
	a. Developed Areas	<u>52</u>	<u>5.00</u>	<u>260.00</u>
	b. Undeveloped Areas	<u>52</u>	<u>5.00</u>	<u>260.00</u>

REQUIRED FORMS - EXHIBIT 1A PRICING SCHEDULE

PAGE 2 OF 4

MAINTENANCE FUNCTIONS	Annual Frequency	Cost Per Frequency	Annual Cost
5. Weed Removal			
a. Walkways, Beds, Planters, Ground Cover & Landscape	12	10.00	120.00
b. Bare Areas	12	10.00	120.00
c. Undeveloped Areas	12	10.00	120.00
6. Raking			
a. Turf Under Trees	12	—	—
b. Planters & Shrub Beds	24	10.00	240.00
7. Clearance Pruning/Hedge Trimming			
d. Tree Safety Clearance/ Tree Pruning	6	10.00	60.00
e. Shrub Safety Clearance Shrub Pruning	6	10.00	60.00
c. Hedge Shaping and Trimming	6	10.00	60.00
8. Tree Trimming/Pruning	Every 24 months		860.00
9. Hedge Trimming	6	10.00	60.00
10. Sweeping Hard Surfaces, Walks, Steps & Parking Spaces	52	5.00	260.00
11. Aerification, per Specification	2	—	—
12. Rodent Control per Specification	As Needed	—	—
13. Turf and Plant Fertilization	3	10.00	30.00
14. Site Inspection and Reporting per Requirements	52	2.00	104.00
15. Irrigation/Watering – Manual or Automatic			
a. Valve Box Integrity – replace covers, check for safety & security	52	2.00	104.00
b. Inspect, Operate, Control and make adjustments	52	2.00	104.00

REQUIRED FORMS - EXHIBIT 1A PRICING SCHEDULE

MAINTENANCE FUNCTIONS

**Annual
Frequency**

**Cost Per
Frequency**

**Annual
Cost**

PAGE 3 OF 4

c. Manual watering of Trees,
Turf & Shrubs

As Needed

-

-

d. Backflow Certification

1

50.00

50.00

e. Flush Irrigation pipelines

As Needed

-

-

TOTAL MAINTENANCE COST PER YEAR:

\$ 3592.00

REQUIRED FORMS - EXHIBIT 1A PRICING SCHEDULE

PAGE 4 OF 4

NOTE: COPY THIS FORM AND SUBMIT ONE FOR EACH FACILITY LISTED IN THIS RFP

FACILITY: Wiseburn Library

II. AS-NEEDED / REQUESTED MAINTENANCE

**COST PER
REQUEST**

A. The following cost includes labor and equipment to perform the functions throughout the site:

- | | |
|---|------------------|
| 1. Aerification | \$ <u>—</u> |
| 2. Pruning / Trimming | |
| a. Trees | \$ <u>920.00</u> |
| b. Shrubs | \$ <u>200.00</u> |
| c. Replanting | \$ <u>200.00</u> |
| 3. Cultivating | \$ <u>200.00</u> |
| 4. Power raking – turf | \$ <u>150.00</u> |
| 5. Repair and replace irrigation equipment | \$ <u>—</u> |
| 6. Repair, replace and relocate sprinkler heads | \$ <u>200</u> |

B. The following cost includes labor and equipment to perform the functions throughout the site with the Contractor being compensated for the wholesale cost of materials.

- | | |
|--------------------------|------------------|
| 1. Renovation of turf | \$ <u>—</u> |
| 2. Fertilization | |
| a. Turf | \$ <u>—</u> |
| b. Trees / Shrubs | \$ <u>150.00</u> |
| 3. Disease Control | |
| a. Turf | \$ <u>—</u> |
| b. Trees | \$ <u>400.00</u> |
| c. Shrubs / Ground Cover | \$ <u>200.00</u> |
| 4. Insect Control | |
| a. Turf | \$ <u>—</u> |
| b. Trees | \$ <u>400.00</u> |
| c. Shrubs / Ground Cover | |
| 5. Rodent Control | \$ <u>150.00</u> |

C. The following cost 1,000 square feet includes labor and equipment with the wholesale cost of materials

- | | Initial Cost First
1,000 Square Feet | Each Additional
1,000 Square Feet |
|--|---|--------------------------------------|
| 1. Weed control, turf post emergency
(for broad leaf weeds) | \$ <u>150.00</u> | \$ <u>150.00</u> |
| 2. Reseeding bare areas, turf | \$ <u>150.00</u> | \$ <u>150.00</u> |

REQUIRED FORMS - EXHIBIT 1A PRICING SCHEDULE

PAGE 1 OF 4

NOTE: COPY THIS FORM AND SUBMIT ONE FOR EACH FACILITY LISTED IN THIS RFP

FACILITY: Woodcrest Library

Number of staff assigned to this library and hours of service

Supervisor (s):	<u>1</u>	<u>1</u>	hours per month
Working Supervisor(s):	<u>1</u>	<u>4</u>	hours per month
Grounds Maintenance Worker(s):	<u>1</u>	<u>4</u>	hours per month
Other:	<u> </u>	<u> </u>	hours per month

In accordance with these Specifications, the undersigned Proposer is herewith submitting the following Proposal for the performance of the work as described in these Specifications subject to the Proposer furnishing all materials and equipment necessary, except those specified to be furnished by the County. Task shall be performed with nothing but the highest of standards at no less than the frequencies set forth herein.

I.	MAINTENANCE FUNCTIONS	Annual Frequency	Cost Per Frequency	Annual Cost
1.	Mowing			
	a. General Turf Areas	<u>43</u>	<u>30.00</u>	<u>1290.00</u>
	b. Specialized Areas	<u>43</u>	<u>—</u>	<u>—</u>
2.	Mechanical Edging			
	a. Turf Areas	<u>26</u>	<u>2.00</u>	<u>52.00</u>
	b. Ground Cover	<u>12</u>	<u>10.00</u>	<u>120.00</u>
3.	Chemical Edging			
	a. Turf-detailing general turf areas with Systemic Herbicides	<u>26</u>	<u>10.00</u>	<u>260.00</u>
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped areas, Drainage Areas, Curb and Gutter Expansion	<u>12</u>	<u>10.00</u>	<u>260.00</u>
4.	Litter Control			
	a. Developed Areas	<u>52</u>	<u>5.00</u>	<u>260.00</u>
	b. Undeveloped Areas	<u>52</u>	<u>2.00</u>	<u>104.00</u>

REQUIRED FORMS - EXHIBIT 1A PRICING SCHEDULE

PAGE 2 OF 4

MAINTENANCE FUNCTIONS	Annual Frequency	Cost Per Frequency	Annual Cost
5. Weed Removal			
a. Walkways, Beds, Planters, Ground Cover & Landscape	12	5.00	600.00
b. Bare Areas	12	5.00	60.00
c. Undeveloped Areas	12	5.00	60.00
6. Raking			
a. Turf Under Trees	12	5.00	60.00
b. Planters & Shrub Beds	24	5.00	120.00
7. Clearance Pruning/Hedge Trimming			
d. Tree Safety Clearance/ Tree Pruning	6	5.00	30.00
e. Shrub Safety Clearance Shrub Pruning	6	5.00	30.00
c. Hedge Shaping and Trimming	6	5.00	30.00
8. Tree Trimming/Pruning	Every 24 months		660.00
9. Hedge Trimming	6	5.00	30.00
10. Sweeping Hard Surfaces, Walks, Steps & Parking Spaces	52	1.00	52.00
11. Aerification, per Specification	2	5.00	10.00
12. Rodent Control per Specification	As Needed	-	-
13. Turf and Plant Fertilization	3	10.00	30.00
14. Site Inspection and Reporting per Requirements	52	2.00	104.00
15. Irrigation/Watering – Manual or Automatic			
a. Valve Box Integrity – replace covers, check for safety & security	52	2.00	104.00
b. Inspect, Operate, Control and make adjustments	52	2.00	104.00

REQUIRED FORMS - EXHIBIT 1A PRICING SCHEDULE

MAINTENANCE FUNCTIONS

**Annual
Frequency**

**Cost Per
Frequency**

**Annual
Cost**

PAGE 3 OF 4

c. Manual watering of Trees,
Turf & Shrubs

As Needed

-

-

d. Backflow Certification

1

50.⁰⁰

50.⁰⁰

e. Flush Irrigation pipelines

As Needed

-

-

TOTAL MAINTENANCE COST PER YEAR:

\$ 3940.⁰⁰

REQUIRED FORMS - EXHIBIT 2

BUDGET SHEET FOR LANDSCAPE AND GROUNDS MAINTENANCE SERVICES AREA 4

DIRECT COST (List each staff classification)

Payroll: Employee Classification	FTE*	Hourly Rate	No. of Monthly Salary
<u>Supervisor</u>	<u>1</u>	<u>\$ 15.00</u>	<u>\$ 150.00</u>
<u>w/Supervisor</u>	<u>1</u>	<u>\$ 11.00</u>	<u>\$ 528.00</u>
<u>Laborer</u>	<u>1</u>	<u>\$ 9.50</u>	<u>\$ 456.00</u>
Others (Please continue to list)			

Total Salaries and Wages \$ 1134.00

*FTE = Full Time Equivalent Positions

Employee Benefits	No. of Employees	Monthly Cost per FTE
Medical Insurance	<u>N/A</u>	<u>\$ N/A.</u>
Dental Insurance		<u>\$</u>
Life Insurance		<u>\$</u>
Other (list)		<u>\$</u>
Total Benefits		<u>\$ N/A.</u>

Payroll Taxes (List all appropriate, e.g., FICA, SUI, Workers' Compensation, etc.)

<u>FICA</u>	<u>\$ 70.00</u>
<u>SUI & Medicare</u>	<u>\$ 45.00</u>
<u>Workers Compensation Ins.</u>	<u>\$ 254.00</u>
	<u>\$</u>

Total Payroll Taxes \$ 369.00

Insurance (List Type/Coverage. See Sample Contract, Sub-paragraph 8.24, Insurance Coverage Requirements)

<u>General Liability</u>	<u>\$ 80.00</u>
	<u>\$</u>
	<u>\$</u>
Vehicles	<u>\$ 150.00</u>
Supplies	<u>\$ 150.00</u>
Services	<u>\$ 100.00</u>
Office Equipment	<u>\$ 50.00</u>
Telephone/Utilities	<u>\$ 120.00</u>
Other (please continue to list)	<u>\$ 620.00</u>

Total Insurance/Misc. S & S \$ 1270.00

TOTAL DIRECT COSTS \$ _____

INDIRECT COST (List all appropriate)

General Accounting/Bookkeeping	<u>\$ 50.00</u>
Management Overhead (Specify) <u>Salary, Taxes,</u>	<u>\$ 250.00</u>
Other (Specify) <u>uniforms, etc.</u>	<u>\$</u>

TOTAL INDIRECT COSTS \$ 300.00

TOTAL DIRECT AND INDIRECT COST

\$ 3073.00

PROFIT (Please enter percentage: 7.51%)

\$ 230.75

TOTAL MONTHLY COSTS

\$ 3303.75

Required Forms

Landscape & Grounds Maintenance Services - Area 4

CONTRACTOR'S PROPOSAL SHEET

REQUIRED FORMS – EXHIBIT 1
CONTRACTOR'S PROPOSAL SHEET

PAGE 1 OF 2

TO BE USED FOR
COUNTY OF LOS ANGELES PUBLIC LIBRARY
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES

HONORABLE BOARD OF SUPERVISORS
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

The undersigned offers to provide all labor and supplies necessary for the provision of landscape and grounds maintenance services at the County of Los Angeles Public Library's Landscape and Grounds Maintenance Area 4 as identified in the attached specifications.

Said work shall be done for the period prescribed and in the manner set forth in said specifications, and compensation therefore shall be computed under the formula provided therein based upon the hereinafter proposal price. I agree that if my proposal is accepted by the County Board of Supervisors, I will commence Public Library services on 15 days notice.

I agree to provide the specified services at County of Los Angeles Public Library in accordance with the attached specifications for the following submitted compensation which shall apply to weekdays, weekend, holiday, overtime, and extra personnel coverage.

STANDARD SERVICE PROPOSALS

ANNUAL FEE FOR EACH OF THE THREE CONTRACT YEARS (same amount for each year)

Thirty nine thousand Six Hundred
Forty Five dollars & 00/100 (\$ *39,645.00*) per year
(write out in full) (use figures)

ALTERNATIVE SERVICE PROPOSALS

N/A (\$ *N/A.*) per year
(write out in full) (use figures)

Terms: *N/A*

**REQUIRED FORMS – EXHIBIT 1
CONTRACTOR'S PROPOSAL SHEET**

PAGE 2 OF 2

Make up of staff assigned to service libraries in this RFP:

FULL TIME EMPLOYEES:

Number of supervisors:	<u>1</u>	Hourly Wage: ^{\$} <u>15.00</u>
Number of working supervisors:	<u>1</u>	Hourly Wage: ^{\$} <u>11.00</u>
Number of grounds maintenance workers:	<u>1</u>	Hourly Wage: ^{\$} <u>9.50</u>
Other: (_____)	_____	Hourly Wage: _____

SPECIALTY CREWS:

Number of plumbers:	<u>1</u>	Hourly Wage: <u>14.00</u>
Number of tree trimmers:	<u>1</u>	Hourly Wage: <u>12.00</u>
Number of irrigation specialists:	_____	Hourly Wage: _____
Other: (_____)	_____	Hourly Wage: _____

FLAT "CALL BACK" RATE:

\$ 35.00 per hour

Respectfully submitted,

SEPCO EARTHSCAPE, Inc.

Firm or Corporation Name

By: _____

Los Angeles, California

Date: 9-12-05

Address: P.O. Box 5640

City: Santa Monica, CA 90401

Phone: (310) 345-7245

List name(s) of all joint ventures, partners, subcontractors or others having any right or interest in this contract or the proceeds thereof.

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

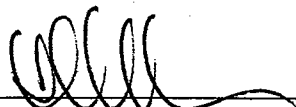
REQUIRED FORMS - EXHIBIT 9
PROPOSER'S EEO CERTIFICATION

SEPCO EARTHSCAPE, Inc.
Company Name
P.O. Box 5640, Santa Monica, CA 90409
Address
95-4712699
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	(X)	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(X)	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(X)	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(X)	()


Signature
9-12-05
Date

SEPEHR RAAFAT, President
Name and Title of Signer (please print)

EEO CERTIFICATION

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Rose M. Garcia
Title: Head, Facility Services
Address: 7400 E. Imperial Highway, Room 206
Downey, CA 90241
Telephone: (562) 940-8483
Facsimile: (562) 803-0016
E-Mail Address: RoseG@gw.colapl.org

COUNTY PROJECT MANAGER:

Name: Tryphenia V. Funches
Title: Contract Services Coordinator
Address: 7400 E. Imperial Highway, Room 206
Downey, CA 90241
Telephone: (562) 940-8485
Facsimile: (562) 803-0016
E-Mail Address: TFunches@gw.colapl.org

COUNTY CONTRACT PROJECT MONITOR:

Name:
Title: Administrative Assistant II
Address: 7400 E. Imperial Highway, Room 206
Downey, CA 90241
Telephone: (562) 940-6918
Facsimile: (562) 803-0016
E-Mail Address:

COUNTY CONTRACT PROJECT MONITOR:

Name:
Title: Administrative Assistant II
Address: 7400 E. Imperial Highway, Room 206
Downey, CA 90241
Telephone: (562) 940-6917
Facsimile: (562) 803-0016
E-Mail Address:

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME

CONTRACT NO. _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

REQUIRED FORMS - EXHIBIT 13

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:	SEPCO EARTHSCAPE, Inc.		
Company Address:	P.O. BOX 5640		
City:	Santa Monica	State:	CA
		Zip Code:	90409
Telephone Number:	310-345-7245		
Solicitation For Landscape and Ground Maintenance Services: Area 4			

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

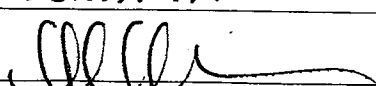
- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: SEPER RAAFAT	Title: President
Signature: 	Date: 9-12-05

SAFELY SURRENDERED BABY LAW

No shame. No blame. No names.

Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.



In Los Angeles County
1-877-BABY SAFE
1-877-222-9723
www.babysafe-la.org



State of California
Vicki Parris, Governor

Health and Human Services Agency
Grandland Johnson, Secretary

Department of Social Services
Rick Serriz, Director



Los Angeles County Board of Supervisors

Glenn Molina, Supervisor, First District

Nonne Bradshaw Burke, Supervisor, Second District

Joe Gonzales, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFOCINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

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2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay less than a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the county:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
 - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
 - 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week. (Ord. 99-0048 § 1 (part), 1999.)

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

Page 2 of 5

2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

*Editor's note: Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$8.32 per hour with health benefits, or \$9.46 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$1.14 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. (Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

Page 3 of 5

on the implementation and on-going administration of this Chapter. Such instructions may provide for the delegation of functions to other county departments.

- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

- C. A subsequent employer is not required to hire a retention employee who:
1. Has been convicted of a crime related to the job or his or her job performance; or
 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
1. Assess liquidated damages as provided in the contract; and/or
 2. Recommend to the board of supervisors the termination of the contract; and/or
 3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, not to exceed three years. (Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

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2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999; Ord. 99-0048 § 1 (part), 1999.)

2.201.100 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999.)

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

PAYROLL STATEMENT OF COMPLIANCE

I, _____, _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by _____ on the _____;
(Company or subcontractor Name) (Service, Building or Work Site)
 that during the payroll period commencing on the _____ day of _____, and
(Calendar day of Month) (Month and Year)
 ending the _____ day of _____ all persons employed on said work site
(Calendar day of Month) (Month and Year)
 have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of _____
(Company Name)

from the full weekly wages earned by any person and that no deductions have been made either directly or in directly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

3. That:

A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

- ☐ In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.

B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH

- ☐ Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.

Print Name and Title

Owner or Company Representative Signature and Date:

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.

AGREEMENT CONTRACTOR'S OBLIGATIONS UNDER HIPAA

Under this Agreement, Contractor provides services to County and Contractor receives, has access to, and/or creates Protected Health Information, as defined below, in order to provide those services. County is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated under HIPAA, including the "Standards for Privacy of Individually Identifiable Health Information" which are located in Title 45 of the Code of Federal Regulations, Parts 160 and 164 ("Privacy Regulations"). The Privacy Regulations mandate certain protections for the privacy and security of Protected Health Information. The Privacy Regulations also require County to enter into an agreement with Contractor in order to obtain satisfactory assurance from Contractor that Contractor will appropriately safeguard the Protected Health Information. Disclosure to or use of Protected Health Information by Contractor is prohibited if such an agreement is not in place. Therefore, the parties agree to the terms of this Exhibit N.

1.0 DEFINITIONS

- 1.1 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Contractor's internal operations, or to other than its employees.
- 1.2 "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.3 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Contractor from or on behalf of County. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Contractor from or on behalf of County, or is created by Contractor, or is made accessible to Contractor by County.
- 1.4 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative

demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

- 1.5 "Services" has the same meaning as in this Agreement.
- 1.6 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Contractor's internal operations.
- 1.7 Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Regulations.

2.0 OBLIGATIONS OF CONTRACTOR

2.1 Permitted Uses and Disclosures of Protected Health Information. Contractor:

- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Exhibit N;
- (b) shall Disclose Protected Health Information to County upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Contractor shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Contractor warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Agreement. Contractor agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

2.3 Reporting Non-Permitted Use or Disclosure. Contractor shall report to County each Use or Disclosure that is made by Contractor, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Agreement. The initial report shall be made by telephone call to the appropriate Department, within forty-eight (48) hours from the time the Contractor first becomes aware of the non-permitted Use or Disclosure, as follows:

Chief Information Office Privacy Officer
213-974-2166

The initial telephone report shall be followed by a full written report no later than ten (10) business days from the date the Contractor becomes aware of the non-permitted Use or Disclosure, and shall be sent to County's Chief Information Privacy Officer at:

Chief Information Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 493
Los Angeles, CA 90012

- 2.4 Mitigation of Harmful Effect. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a Use or Disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- 2.5 Availability of Internal Practices, Books and Records to Government Agencies. Contractor agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining County's compliance with the Privacy Regulations. Contractor shall immediately notify County of any requests made by the Secretary and provide County with copies of any documents produced in response to such request.
- 2.6 Access to Protected Health Information. Contractor shall, to the extent County determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by County available to the Individual(s) identified by County as being entitled to access and copy that Protected Health Information. Contractor shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from County. Contractor shall provide copies of that Protected Health Information within five (5) business days after receipt of request from County.
- 2.7 Amendment of Protected Health Information. Contractor shall, to the extent County determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by County. Contractor shall make such amendment within ten (10) business days after receipt of request from County in order for County to meet the requirements under 45 C.F.R. § 164.526.
- 2.8 Accounting of Disclosures. Upon County's request, Contractor shall provide to County an accounting of each Disclosure of Protected Health Information made

by Contractor or its employees, agents, representatives or subcontractors. However, Contractor is not required to provide an accounting of Disclosures that are necessary to perform the Services if such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by Contractor under this Sub-section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, Contractor shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Contractor shall provide to County, within ten (10) business days after receipt of request from County, information collected in accordance with this Sub-section 2.8 to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COUNTY

- 3.1 Obligation of County. County shall notify Contractor of any current or future restrictions or limitations on the use of Protected Health Information that would affect Contractor's performance of the Services, and Contractor shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

- 4.1 Term. Contractor's obligations under Sub-sections 2.1 (as modified by Sub-section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon County's knowledge of a material breach by Contractor, County shall either:
- (a) Provide an opportunity for Contractor to cure the breach or end the violation, and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by County; or
 - (b) Immediately terminate this Agreement if Contractor has breached a material term of this Agreement and cure is not possible; or
 - (c) If neither termination or cure are feasible, County shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- (b) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make it infeasible. If return or destruction is infeasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

5.0 **MISCELLANEOUS**

- 5.1 No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Contractor shall require each of its agents and subcontractors receiving Protected Health Information from Contractor, or creating Protected Health Information for Contractor, on behalf of County, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Exhibit N.
- 5.3 Relationship to Agreement Provisions. In the event that a provision of this Exhibit N is contrary to any other provision of this Agreement, the provision of this Exhibit N shall control.
- 5.4 Regulatory References. A reference in this Agreement to a section in the Privacy Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits County to comply with the Privacy Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for County to comply with the requirements of the Privacy Regulations.

